CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 20, 2015 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Father Paul Rasmus, St. Andrew's Episcopal Church

3. **PLEDGE OF ALLEGIANCE:** Commissioner John Szerdi

4. **AGENDA - Additions/Deletions/Reordering:**

5. **PRESENTATIONS:** (there is no public comment on Presentation items)

6. **COMMISSION LIAISON REPORTS AND COMMENTS:**

7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

8. **APPROVAL OF MINUTES:**

   A. Special City Commission Meeting - January 6, 2015
   B. City Commission Meeting - January 6, 2015

9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

   A. Resolution No. 06-2015 - amend the City of Lake Worth Fee Schedule to create a credit card convenience fee for utility payments

   B. Construction contract with West Construction for the 5th Avenue North Greenway Improvements project

   C. Agreement with B&B Underground Contractors, Inc. and Materials Testing Allowance with Testing Lab of the Palm Beaches for the Seminole Manor Forcemain Modifications Project

   D. Purchase three replacement service vans from Duval Ford LLC Sales for the Electric Utilities Meter Shop Division based on the Florida Sheriff's Association contract

E. Amendment to an Agreement with LHoist North America of Alabama, LLC for the purchase of Bulk Quicklime for the Water Treatment Plant

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Agreement with Burton & Associates for a Comprehensive Integrated Financial Sustainability Analysis for the City's 2015/2016 budget

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

B. PUBLIC HEARING:

C. UNFINISHED BUSINESS:

1) Agreement with MR Valuation Consulting, LLC for Fair Market Value Appraisal of Electric Utility System; rescheduled from the December 2, 2014, Commission meeting

2) Agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of Electric Utility System; rescheduled from the December 2, 2014, Commission meeting

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. February 3, 2015 draft Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION SPECIAL MEETING
JANUARY 6, 2015 – 4:15 PM

The meeting was called to order by Mayor Triolo on the above date at 4:26 PM in the City Manager's Office, located at 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, Assistant City Attorney Christy Goddeau, and City Clerk Pamela Lopez.

2. CITY ATTORNEY ANNOUNCEMENT:

City Attorney Torcivia announced that, pursuant to Section 286.011(8) Florida Statutes, he desired advice concerning pending litigations in the following cases:

1) Town Homes of Pineapple Ridge at Lake Worth, LLC., versus City of Lake Worth (15th Judicial Circuit Case No.: 502008CA011566XXXXMBAH); and

2) The Townhomes of Pineapple Ridge At Lake Worth, LLC., versus City of Lake Worth (15th Judicial Circuit Case No.: 502012CA003200XXXXMBAB).

He announced the following individuals would be in attendance: Mayor Triolo; Vice Mayor Maxwell; Commissioners McVoy, Amoroso, and Szerdi; City Manager Bornstein; himself; Assistant City Attorney Goddeau; and a Court Reporter.

3. MAYOR ANNOUNCEMENT:

Mayor Triolo announced that pursuant to Section 286.011(8) Florida Statutes, the City Commission was commencing a closed door attorney-client session for the purpose of discussing pending litigations. The estimated length of the session was approximately one hour.

4. RECESS:

Mayor Triolo recessed the meeting at 4:26 PM.

5. RECONVENE:

Mayor Triolo reconvened the meeting at 4:53 PM.

6. ADJOURNMENT:

Action: Motion made by Commissioner Szerdi and seconded by Commissioner McVoy to adjourn the meeting at 4:53 PM.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 20, 2015

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JANUARY 6, 2015 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:00 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Scott Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and John Szerdi. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Pastor Sherry Colby, Victory Worship Center.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Andy Amoroso.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to waive the rules to:

- Add to Presentations, Item C – Proclamation declaring January 5-9, 2015, as First Responder Appreciation Week;
- Delete Consent Agenda, Item F – Agreement with AT&T to extend the City's primary rate interface (PRI) contract for one year;
- Reorder Consent Agenda, Item G to New Business as Item A – Agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1; and
- Approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

5. PRESENTATIONS:

A. Proclamation declaring January 17, 2015, as Arbor Day

Mayor Triolo read a proclamation declaring January 17, 2015, as Arbor Day.

B. Certificates of Appreciation to Captains James Nevad and Steve Appleby for their years of service

Mayor Triolo read the professional historical backgrounds of Fire/Rescue Captains James Nevad and Steve Appleby and presented both with Certificates of Appreciation for their years of service to the City.

C. (Added) Proclamation declaring January 5-9, 2015, as First Responder Appreciation Week

Mayor Triolo read a proclamation declaring January 5-9, 2015, as First Responder Appreciation Week.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: wished everyone a Happy New Year and Happy Holiday; said he hoped for great things to happen in 2015, that the City would reap benefits from Tallahassee, and receive tax dollars into the City; and said he was looking for positives things to happen in 2015.

Commissioner McVoy: wished everyone a Happy New Year; announced the passing of Robert Thompson in December; said Mr. Thompson was dedicated to his neighborhood, was a lifelong ballroom dancer, and hoped the City could move towards personalizing the Casino Ballroom with a picture of Mr. Thompson dancing; and commented that he attended a same-sex marriage gathering at the West Palm Beach Courthouse on January 6, 2015.

Commissioner Amoroso: said he was part of the marriage equality issue and watched 70 same-sex couples get married in Delray Beach; said he worked with volunteers to create a Visitor's Center at City Hall Annex; announced the Visitor Center's grand opening on January 9, 2015, at 10 AM; announced the 10th Annual Festival of Trees event at the Cultural Plaza on January 17, 2015; said he was working with various organizations on a Safer Roads Program, commented that there was a need for street calming devices, and announced the Rotary Club donated and would install 100 reflector strips on roads.

Commissioner Szerdi: wished everyone a Happy New Year; said he was looking forward to 2015; announced his attendance at the Neighborhood Association President Council's meeting last weekend and commented that a lot of things were happening with that group; announced John Faus was the new Neighborhood Association Presidents Council President; announced the next Front Porch event at the Cultural Plaza on January 16, 2015, and said blue lights would be hung honoring first responders; said he received a free tree during the Festival of Tree event two years ago and that

the tree provided shade on his property; and announced the Royal Poinciana Neighborhood Association scheduled a cleanup event on F Street on January 24, 2015.

Mayor Triolo: announced that members of the Metropolitan Planning Organization would be taking a tour, using public transportation, of funding requested areas, including Lake Worth on January 15, 2015; and commented that she was positive about 2015 and seeing things, that had been worked on, come to fruition.

7. PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Katie McGiveron, Barbara Aubel, and Peter Timm.

The following individuals spoke on issues written on their comment cards.

Susan Ona announced a new Information Center opened on January 6, 2015, to make people aware of the wonderful things that were going on in the City. The Center was located inside the City Hall Annex, and said she hoped the volunteers working at the Information Center could be of assistance to the City. She invited everyone to attend the grand opening at 10 AM on January 9, 2015.

Derelda Morgan said that, for the past several years, she complained to the City about property located in front of her building at 1611 South Johnson Street. She asked that the property be cleaned up because it was creating a habitat for wild animals.

Comments/requests summaries:

1. City Attorney Torcivia commented that it was impossible to fund the City's Lake Worth 2020 infrastructure improvements through property assessments because each of the improvements were different. He announced a public meeting on January 27, 2015, to hear citizens' ideas on funding the infrastructures. He offered to research the property assessment issue again; however, he said the last time he researched the issue, it could not be done.

2. Vice Mayor Maxwell invited everyone to attend the January 27, 2015, public meeting and bring their ideas on how to fund the Lake Worth 2020 infrastructure improvements.

3. Mayor Triolo requested potholes on 2nd Avenue South be patched before the Street Painting Festival.

4. Vice Mayor Maxwell commented that there was a code violation case against the vacant property near 1611 South Johnson Street that had not yet come to conclusion. The property needed to be cleaned; however, he said he was under the impression that it had been cleaned.

5. Vice Mayor Maxwell commented that he hoped the City could do something about potholes on 2nd Avenue South and for more people to come forward and ask for improvements so that collectively, a solution to fund infrastructures could be found.

6. City Manager Bornstein commented that staff was addressing the condition, left by the contractor, of a city-owned construction staging site along Lake Osborne.

7. Commissioner McVoy commented that the Lake Worth 2020 infrastructure project message he had been hearing from the community was regarding: 1) what needed to be done; 2) shortcomings by the City to get its message out; and 3) the City not offering a solution. He suggested asking the public why they did not vote to approve the General Obligation Bond to fund Lake Worth 2020 projects' on the August 26, 2014, ballot.

8. APPROVAL OF MINUTES:

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to approve the following minutes as submitted:

A. City Commission Meeting – November 4, 2014
B. Special City Commission Meeting – December 2, 2014
C. City Commission Meeting – December 2, 2014
D. Special City Commission Meeting – December 9, 2014

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

9. CONSENT AGENDA:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the Consent Agenda, less Items F and G.

A. Resolution No. 01-2015 – Fiscal Year 2014/2015 third budget amendment

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 01-2015, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution No. 02-2015 – agreement with the Supervisor of Elections Office for equipment use and election services

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 02-2015 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AN AMENDED AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF LAKE WORTH; DESIGNATING THE CITY'S CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

C. Resolution No. 03-2015 – set the general election ballot scheduled on March 10, 2015

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 03-2015 OF THE CITY OF LAKE WORTH, FLORIDA, DIRECTING THE CITY CLERK TO PREPARE THE OFFICIAL BALLOT FOR THE CITYWIDE ELECTION TO BE HELD ON MARCH 10, 2015; PROVIDING AN EFFECTIVE DATE.

D. Resolution No. 04-2015 – extend the Economic Development Electricity Incentive Rate program

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 04-2015 OF THE CITY OF LAKE WORTH, FLORIDA, FOR THE CONTINUATION OF THE ECONOMIC DEVELOPMENT ELECTRICITY INCENTIVE RATE PROGRAM AS ESTABLISHED THROUGH RESOLUTION NO. 07-2013 FOR QUALIFIED COMMERCIAL CUSTOMERS OF THE CITY ELECTRIC UTILITY; PROVIDING TERMS, CONDITIONS, APPLICABLE CREDITS AND AN AGREEMENT FOR THE PROGRAM; AND, PROVIDING A DATE FOR TERMINATION OF THE PROGRAM.

E. Resolution No. 05-2015 – adopt the 2015 Revised Palm Beach County Local Mitigation Strategy

City Attorney Torcivia did not read the following resolution by title only:

RESOLUTION NO. 05-2015 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE ADOPTION OF THE 2015 REVISED PALM BEACH COUNTY LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

F. (Deleted) Agreement with AT&T to extend the City's primary rate interface (PRI) contract for one year

G. (Reordered to New Business as Item A) Agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1

H. Utility Easement dedicated by P.B.T., Inc. as a condition of site plan approval for Badcock Furniture Store located at 1630 South Dixie Highway

I. Ratify board members to various City advisory boards

J. General Release Agreement with Leona Fundler

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

10. PUBLIC HEARINGS:

A. Ordinance No. 2015-01 – Second Reading and Public Hearing – designate a Residential Planned Development (RPD) located at 2430 Lake Worth Road

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2015-01 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING A RESIDENTIAL PLANNED DEVELOPMENT KNOWN AS THE VILLAGE AT LAKE OSBORNE; PROVIDING FOR DEVELOPMENT STANDARDS, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve Ordinance No. 2015-01 on second reading.

Mayor Triolo announced that this was the time for public comment. No one from the public commented.

Comment/request summary:

1. Commissioner McVoy thanked the developer for working with neighbors on the east side of the project and asked if there was a provision for sidewalks between two new residential developments.

Vice Mayor Maxwell left the meeting at 7:06 PM.

William Waters, Community Sustainability Director, explained that the developer was willing to install a sidewalk, but there was no right-of-way or room on the south side of 2nd Avenue North. He said the north side of 2nd Avenue North was in the County.

Vice Mayor Maxwell returned to the meeting at 7:07 PM.

Mr. Waters explained that several governmental entities were looking to complete roads in that area because Lake Worth Road was a pathway for pedestrians and bicyclists to the tri-rail station. He said there was a high probability for improvements in the next five years.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

11. UNFINISHED BUSINESS:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. (Formerly Consent Agenda, Item G) Agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1

Commissioner McVoy explained that he removed this item from the Consent Agenda because the agreement was over $100,000. He said he was concerned that the design agreement was part of the Lake Worth 2020 infrastructure plan, about the cost for the citywide project, and the funding mechanism.

Larry Johnson, Water Utility Director, explained that $500,000 for this project was included in the Fiscal Year 2015 budget as the first year of a 2-inch watermain replacement program. He said there was always an understanding with the Commission that this was a multi-year project to replace watermains throughout the City. This agreement was to perform the first year's design work.

He said the Commission had directed staff to fund this project separate from Lake Worth 2020's projects. Staff could come back with a Lake Worth 2020 funding mechanism in the future. He explained that this project would begin in District 4 because it was a small scale project in order for staff to gain experience and learn how to predict ways to improve the larger scale projects.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to approve the agreement with Mock Roos and Associates for engineering design, permitting, and bid phase services for the 2 Inch Watermain Replacement Program, Year 1 for a price not to exceed $99,925.

Mayor Triolo announced that this was the time for public comment.

Peter Timm said he thought the improvements would be paid through a water rate increase.

Mr. Johnson explained that the Commission had directed staff to fund this project through Water Fund revenues. There would be a 5% rate increase and additional five year rate increases to fund the entire $14 million program. He said funding would come from water rates and not through Lake Worth 2020 or any other Lake Worth 2020 related funding.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

There were no electric utility system updates.

B. CONSENT AGENDA:

There were no Lake Worth Electric Utility Consent Agenda items on the agenda.

C. PUBLIC HEARING:

There were no Lake Worth Electric Utility Public Hearing items on the agenda.

D. NEW BUSINESS:

There were no Lake Worth Electric Utility New Business items on the agenda.

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia offered no report.

15. CITY MANAGER'S REPORT

A. January 20, 2015 – draft Commission agenda

City Manager Bornstein reported on the following:

- Announced more art lofts would be constructed on the recently demolished former health department building property located on Lucerne Avenue west of the railroad tracks;
- Announced his attendance at a Tropical Ridge Neighborhood Association meeting; and
- Reported that there was an uptick of code activities, said he was looking forward to more positive things happening, and everyone would see a lot of code improvements this year.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Szerdi to adjourn the meeting at 7:32 PM.

Vote: Voice vote showed: AYES: Mayor Triolo; Vice Mayor Maxwell; and Commissioners McVoy, Amoroso, and Szerdi. NAYS: None.

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: January 20, 2015

A digital audio recording of this meeting will be available in the Office of the City Clerk.

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Resolution No. 06-2015 - amend the City of Lake Worth Fee Schedule to create a credit card convenience fee for utility payments

SUMMARY:

This Resolution will create a fee to recover the costs of accepting credit card payments for utility bills when a customer pays through an internet portal or via telephone.

BACKGROUND AND JUSTIFICATION:
The City accepts credit cards in payment for utility; this acceptance of credit cards is for the convenience of the customer. At this time the City is using the least costly interchange rates from the Credit Card providers; Master Card, Visa, and American Express.

However, even utilizing these favorable rates, the fees from the credit card providers for Utility payments are approximately $220,000 per year. To put this amount in perspective it is the equivalent of almost a ½% rate reduction in Electric rates.

The City Attorney has determined that there is no legal barrier to creating a convenience fee to offset the City's costs of accepting this form of payment. Florida Statute 215.322 (5) specifically allows for surcharging in an amount sufficient to pay the service fees charged by the financial institution for such services.

Most other local governments utilize this mechanism to recover the costs of accepting credit card payments.

VISA rules which are followed by MasterCard and American Express allow surcharges only on those transactions where for the convenience of the customer the payment can be made in a "card not present" mode. For the City this would be via the internet payment portal or via telephone. Consequently those are the payment modalities that would be surcharged.

The surcharge proposed in this action is 1.2% which for example would be $6 on the payment of a $500 utility bill. This charge compares favorably with the amount charged in surrounding jurisdictions and should cover the City's fees for accepting these "card not present" payments.

The City imposed a fee for in person payments at the Customer Service Office in the current budget year. That fee will help offset the cost of accepting credit card payments in the "card present" mode, where a convenience fee is not allowed by the credit card providers. Consequently between the two fees the City will be able to recover essentially all the costs of credit card acceptance, reducing City expenses by approximately $220,000 annually.

The City continues to offer utility bill payment via the internet, lockbox and drop box by check or preauthorized electronic funds transfers at no additional charge to the customer.

MOTION:

I move to approve/not approve Resolution No. 06-2015 amending the City of Lake Worth's 2014/15 fee schedule to include credit card convenience fees for payment of utility bills through the internet or via telephone.

ATTACHMENT(S):

Fiscal Impact Analysis
Florida Statute
Credit Card Fee
Resolution

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	($220,000)	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This will produce revenue to offset credit card fees in the electric fund.

C. Department Fiscal Review: __SC_____

Select Year: 2014 Go

The 2014 Florida Statutes

Title XIV Chapter 215 View Entire Chapter

TAXATION AND FINANCE FINANCIAL MATTERS: GENERAL PROVISIONS

215.322 Acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by state agencies, units of local government, and the judicial branch.—

(1) It is the intent of the Legislature to encourage state agencies, the judicial branch, and units of local government to make their goods, services, and information more convenient to the public through the acceptance of payments by credit cards, charge cards, debit cards, or other means of electronic funds transfers to the maximum extent practicable when the benefits to the participating agency and the public substantiate the cost of accepting these types of payments.

(2) A state agency as defined in s. 216.011, or the judicial branch, may accept credit cards, charge cards, debit cards, or electronic funds transfers in payment for goods and services with the prior approval of the Chief Financial Officer. If the Internet or other related electronic methods are to be used as the collection medium, the Agency for State Technology shall review and recommend to the Chief Financial Officer whether to approve the request with regard to the process or procedure to be used.

(3) The Chief Financial Officer shall adopt rules governing the establishment and acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by state agencies or the judicial branch, including, but not limited to, the following:

(a) Use of a standardized contract between the financial institution or other appropriate intermediaries and the agency or judicial branch which shall be developed by the Chief Financial Officer or approval by the Chief Financial Officer of a substitute agreement.

(b) Procedures that permit an agency or officer accepting payment by credit card, charge card, debit card, or electronic funds transfer to impose a convenience fee upon the person making the payment. However, the total amount of such convenience fees may not exceed the total cost to the state agency. A convenience fee is not refundable to the payor. However, this section does not permit the imposition of surcharges on any other credit card purchase in violation of s. 501.0117.

(c) All service fees payable pursuant to this section shall be invoiced and paid by state warrant or such other manner that is satisfactory to the Chief Financial Officer in accordance with the time periods specified in s. 215.422, if practicable.

(d) Submission of information to the Chief Financial Officer concerning the acceptance of credit cards, charge cards, debit cards, or electronic funds transfers by all state agencies or the judicial branch.

(e) A methodology for agencies to use when completing the cost-benefit analysis referred to in subsection (1). The methodology must consider all quantifiable cost reductions, other benefits to the agency, and the potential impact on general revenue. The methodology must also consider nonquantifiable benefits such as the convenience to individuals and businesses that would benefit from

the ability to pay for state goods and services through the use of credit cards, charge cards, debit cards, or electronic funds transfers.

(4) The Chief Financial Officer may establish contracts with one or more financial institutions, credit card companies, or other entities that may lawfully provide such services, in a manner consistent with chapter 287, for processing credit card, charge card, debit card, or electronic funds transfer collections for deposit into the State Treasury or another qualified public depository. Any state agency, or the judicial branch, which accepts payment by credit card, charge card, debit card, or electronic funds transfer shall use at least one of the contractors established by the Chief Financial Officer, unless the state agency or judicial branch obtains authorization from the Chief Financial Officer to use another contractor that is more advantageous to the state agency or the judicial branch. The contracts may authorize a unit of local government to use the services upon the same terms and conditions for deposit of credit card, charge card, debit card, or electronic funds transfer transactions into its qualified public depositories.

(5) A unit of local government, including a municipality, special district, or board of county commissioners or other governing body of a county, a consolidated or metropolitan government, and any clerk of the circuit court, sheriff, property appraiser, tax collector, or supervisor of elections, is authorized to accept payment by use of credit cards, charge cards, bank debit cards, and electronic funds transfers for financial obligations that are owing to such unit of local government and to surcharge the person who uses a credit card, charge card, bank debit card, or electronic funds transfer in payment of taxes, license fees, tuition, fines, civil penalties, court-ordered payments, or court costs, or other statutorily prescribed revenues an amount sufficient to pay the service fee charges by the financial institution, vending service company, or credit card company for such services. A unit of local government shall verify both the validity of any credit card, charge card, bank debit card, or electronic funds transfer used pursuant to this subsection and the existence of appropriate credit with respect to the person using the card or transfer. The unit of local government does not incur any liability as a result of such verification or any subsequent action taken.

(6) Any action required to be performed by a state officer or agency pursuant to this section shall be performed within 10 working days after receipt of the request for approval or be deemed approved if not acted upon within that time.

(7) This section does not prohibit a state agency or the judicial branch from continuing to accept charge cards, debit cards, or electronic funds transfers pursuant to a contract that was lawfully entered into before the effective date of this act, unless specifically directed otherwise in the General Appropriations Act. However, such contract may not be extended or renewed after the effective date of this act unless such renewal and extension conforms to the requirements of this section.

(8) When deemed administratively necessary, a state agency, as defined in s. 216.011, or the judicial branch may adopt rules requiring that payments for goods, services, or anything of value be made by electronic means, including, but not limited to, credit cards, charge cards, debit cards, or electronic funds transfers. However, the rules may not conflict with any similar rules adopted by the Chief Financial Officer. The rules must provide a method to reasonably accommodate persons who, because of technological, financial, or other hardship, may not be able to make payment by electronic means.

(9) For payment programs in which credit cards, charge cards, or debit cards are accepted by state agencies, the judicial branch, or units of local government, the Chief Financial Officer, in consultation with the Agency for State Technology, may adopt rules to establish uniform security safeguards for cardholder data and to ensure compliance with the Payment Card Industry Data Security Standards.

History.—s. 1, ch. 83-332; s. 15, ch. 88-119; s. 53, ch. 90-360; s. 18, ch. 92-142; s. 1, ch. 92-300; s. 16, ch. 96-324; s. 69, ch. 96-406; s. 11, ch. 97-241; s. 30, ch. 2000-164; s. 212, ch. 2003-261; s. 3, ch. 2007-251; s. 2, ch. 2008-116; s. 7, ch. 2010-151; s. 24, ch. 2014-221.

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Credit Card Fees

	FY 2012		FY 2013		FY 2014		Averages		
	Fees	Sales	Fees	Sales	Fees	Sales	Fees	Sales	
Utilities	195,734.87	16,020,809.43	184,354.63	16,669,013.18	220,452.50	20,397,137.01	200,180.67	17,695,653.21	1.131%

RESOLUTION NO. 06-2015, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted the FY 2015 Annual Operating Budget pursuant to Resolution 45-2014 on September 23, 2014;and amended via Resolutions 64-2014 and 66-2014; and

WHEREAS, the City finds it is necessary and essential to amend the FY 2015 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2015 Annual Operating Budget amendments set forth herein serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this Resolution.

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2014, and ending and including September 30, 2015.

Section 3 The funds and available resources and revenues that are set out in Exhibit "A" and incorporated herein by reference, be, and the same hereby are, appropriated to provide the monies to be used to pay the necessary operating and other expenses of the respective funds and departments of the City for the fiscal year.

Section 4. The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as operating and other expenses of the respective funds and departments of the City, be, and the same hereby are, appropriated and shall be paid out of the revenues herein appropriated for the fiscal year.

Section 5. The revenues and the expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Operating Budget for the fiscal year as attached in Exhibit "A".

Section 6. The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City

Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the operation of the City and its other enterprises for the fiscal year.

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the Annual Operating Budget for the fiscal year remains in full force and effect.

Section 8. This Resolution shall become effective immediately upon passage.

The passage of this Resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo
Vice Mayor Scott Maxwell
Commissioner Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 20th day of January, 2015.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		Costs
	(C) Special Handling of Billing Notices and Payments for Convenience of Customer.	
	(1) All credit card payments for utilities tendered through the City's internet payment portal or via telephone, will be surcharged a 1.2% credit card convenience fee. This fee is to offset the banking/interchange fees the City must pay for acceptance of this payment method.	1.2%
	(D) Special Field Services for Convenience of Customer.	
	(1) When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each such trip made.	$30.00
	(2) If service described in (C)(1) above requires the Utility to use a bucket truck, or other special equipment, for each such special trip made.	$140.00
	(E) Automatic Monthly Payment Program (Auto Pay)	
	(1) Customers enrolling in the City of Lake Worth's Automatic Monthly Payment program and who thereby provide automatic payment authorization to the City (from their bank checking or savings account or other City authorized payment institution) allowing and directing the City to process automatic monthly payment of their City utility bill shall receive a one time credit on their City utility account in the amount of $25.00. This $25 participation incentive shall apply to all existing and new City utility customers. This participation incentive credit is limited to one per family account per service location. In the event the customer withdraws from the City's Automatic Monthly Payment program while still continuing to be a customer of the City of Lake Worth utilities, the $25.00 credit will be reversed and charged back to the customer within one year.	

EXHIBIT

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		Costs

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Construction Contract with West Construction for the 5th Avenue North Greenway Improvements project

SUMMARY:

The Construction Contract sets forth the terms and conditions for construction services for the 5th Avenue North Greenway Improvements project in the public right-of-way between North A Street and North C Street. Community Development Block Grant funding in the amount of $100,000 has been allocated for this purpose.

BACKGROUND AND JUSTIFICATION:
On July 13, 2014, the City of Lake Worth issued Invitation to Bid #14-124 to solicit bids from responsible and experienced contractors to perform construction services for the 5th Avenue North Greenway Improvements project in the public right-of-way between North A Street and North C Street. The scope of work to be performed consists of clearing and grubbing, fine grading to provide positive surface drainage, sidewalk construction with driveway access aisles, sod and related landscaping, irrigation system and certain site amenities.

At the bid opening conducted on August 14, 2014, the City received four bids as follows:

Bidder	Project Cost
West Construction, Inc.	$ 90,672.00
JMW Construction Corp.	$119,550.56
Sunshine Land Design, Inc.	$136,054.36
Weekley Asphalt Paving, Inc.	$168,016.69

West Construction, Inc. was determined to be the low responsive and responsible bidder to this competitive sealed bid process. Staff issued a Notice of Recommendation to Award (NORA) the construction contract to West Construction, Inc. on August 19, 2014. The City provided a five day period to receive protests to this NORA during which none was filed. Palm Beach County Department of Community Sustainability subsequently approved the City's solicitation process and intent to award the construction contract to West Construction, Inc.

The Interlocal Agreement R2013-1423 between Palm Beach County and the City, as amended, makes available a total of $100,000 in Community Development Block Grant funds – Account # 180-9710-539.63-15 for this project. This will provide a contingency amount of $9,328 for the project.

MOTION:
I move to approve/not approve a Construction Contract with West Construction, Inc. for the Community Development Block Grant funded 5th Avenue North Greenway Improvements project in an amount not to exceed $100,000.

ATTACHMENT(S):
Fiscal Impact Analysis
Bid Tabulation Sheet
Notice of Recommendation to Award
Construction Contract

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	90,672	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	90,672	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Public Services		5th Ave North (Re-allocated from 10th Ave S) - Proj # FG 1407					
Account Number (s)		**Account Description**	**FY 2015 Budget**	**Available Balance**	**Agenda Expenses**	**Contingency**	**Remaining Balance**
180-9710-539-63-15		Building/Infrastructure	100,000	100,000	(90,672)	(9,328)	-

C. Department Fiscal Review: _____

City of Lake Worth

BID TABULATION - 5th Avenue North Greenway Project

IFB 14-124 5th Ave North Greenway Project Opened: August 14, 2014 @ 2:00 PM				WEST CONSTRUCTION, INC		WEEKLEY ASPHALT PAVING, INC		JMW CONSTRUCTION CORP.		SUNSHINE LAND DESIGN, INC	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	GENERAL CONDITIONS										
1	MOBILIZATION	1	LS	$11,000.00	$11,000.00	$34,000.00	$34,000.00	$9,750.00	$9,750.00	$28,737.50	$28,737.50
2	MAINTENANCE OF TRAFFIC	1	LS	$600.00	$600.00	$10,000.00	$10,000.00	$2,925.00	$2,925.00	$4,264.52	$4,264.52
3	SURVEY LAYOUT RIGHT OF WAY EVERY 100’	1	LS	$1,400.00	$1,400.00	$1,300.00	$1,300.00	$2,925.00	$2,925.00	$2,420.00	$2,420.00
4	VIDEO RECORDING	1	LS	$700.00	$700.00	$800.00	$800.00	$975.00	$975.00	$605.00	$605.00
	EARTHWORK										
5	CLEARING AND GRUBBING	1	LS	$6,000.00	$6,000.00	$5,000.00	$5,000.00	$585.00	$585.00	$10,367.00	$10,367.00
6	EARTHWORK (STRIP TOP 4”)	1	LS	$7,500.00	$7,500.00	$21,762.00	$21,762.00	$975.00	$975.00	$6,765.00	$6,765.00
	GREENWAY IMPROVEMENTS										
7	STABILIZED SUBGRADE LBR 40	605	SY	$6.00	$3,630.00	$9.00	$5,445.00	$5.17	$3,127.85	$7.68	$4,646.40
8	6’ WIDE CONCRETE MULTI-USE PATH (6” THICK)	375	SY	$38.00	$14,250.00	$64.11	$24,041.25	$68.25	$25,593.75	$54.77	$20,538.75
9	CURB RAMP W/ TRUNCATED MAT (CAST INTO RAMP)	4	EA	$900.00	$3,600.00	$3,888.89	$15,555.56	$975.00	$3,900.00	$731.50	$2,926.00
10	DRIVEWAY ACCESS AISLE (6” THICK)	230	SY	$38.00	$8,740.00	$69.00	$15,870.00	$68.25	$15,697.50	$54.74	$12,590.20
11	CANOPY TREE – LIVE OAK (QV)	6	EA	$540.00	$3,240.00	$620.00	$3,720.00	$877.50	$5,265.00	$798.25	$4,789.50
12	CANOPY TREE – MOHAGANY (SM)	4	EA	$420.00	$1,680.00	$562.00	$2,248.00	$731.25	$2,925.00	$529.98	$2,119.92
13	ACCENT TREE – PRIVET (LG)	8	EA	$96.00	$768.00	$228.00	$1,824.00	$248.63	$1,989.04	$183.90	$1,471.20
14	ACCENT TREE – PINK TRUMPET TREE (TH)	2	EA	$240.00	$480.00	$298.00	$596.00	$745.88	$1,491.76	$283.42	$566.84
15	ACCENT TREE – CRAPE MYRTLE (LI)	8	EA	$240.00	$1,920.00	$204.00	$1,632.00	$331.50	$2,652.00	$287.13	$2,297.04
16	ACCENT TREE – GLAUCOUS CASIA (SS)	4	EA	$240.00	$960.00	$298.00	$1,192.00	$331.50	$1,326.00	$278.50	$1,114.00
17	PLANT BED – RED TIP COCOPLUM (CI)	20	EA	$12.00	$240.00	$10.15	$203.00	$14.63	$292.60	$12.09	$241.80
18	PLANT BED – GREEN ISLAND FICUS (FM)	22	EA	$12.00	$264.00	$11.15	$245.30	$6.83	$150.26	$12.39	$272.58
19	BAHIA SODDING	1,400	SY	$2.40	$3,360.00	$2.25	$3,150.00	$4.29	$6,006.00	$3.22	$4,508.00
	IRRIGATION SYSTEM										
20	1.5” RPZ	1	EA	$1,176.00	$1,176.00	$1,055.56	$1,055.56	$1,852.50	$1,852.50	$1,000.00	$1,000.00
21	17”X30” PRECAST METER BOX	1	EA	$192.00	$192.00	$222.22	$222.22	$877.50	$877.50	$356.21	$356.21
22	1.5” PVC SCH. 40 MAINLINE PIPE	600	LF	$3.00	$1,800.00	$2.78	$1,668.00	$7.70	$4,620.00	$7.05	$4,230.00
23	3/4” PVC SCH. 40 LATERAL PIPE	400	LF	$1.00	$400.00	$2.22	$888.00	$3.80	$1,520.00	$4.11	$1,644.00
24	2” HDPE DIRECTIONAL BORE (UNDER NORTH B ST.)(INCL. CONNECTIONS TO PVC MAINLINE)	60	LF	$21.00	$1,260.00	$44.44	$2,666.40	$68.25	$4,095.00	$37.95	$2,277.00

City of Lake Worth

BID TABULATION - 5th Avenue North Greenway Project

IFB 14-124 5th Ave North Greenway Project Opened: August 14, 2014 @ 2:00 PM				WEST CONSTRUCTION, INC		WEEKLEY ASPHALT PAVING, INC		JMW CONSTRUCTION CORP.		SUNSHINE LAND DESIGN, INC	
25	3" PVC SCH. 40 SLEEVE	20	LF	$7.20	$144.00	$11.11	$222.20	$11.70	$234.00	$8.28	$165.60
26	15' FULL RADIUS SPRINKLER (RAINBIRD SERIES 1800 OR APPROVED EQUAL)	12	EA	$24.00	$288.00	$16.67	$200.04	$29.25	$351.00	$32.00	$384.00
27	5' HALF RADIUS SPRINKLER (RAINBIRD SERIES 1800 OR APPROVED EQUAL)	20	EA	$24.00	$480.00	$16.67	$333.40	$29.25	$585.00	$32.00	$640.00
28	TREE BUBBLER (RAINBIRD OR APPROVED EQUAL)	32	EA	$24.00	$768.00	$16.67	$533.44	$23.40	$748.80	$32.00	$1,024.00
29	SOLAR IRRIGATION CONTROLLER (IIRITROL SOLAR OR APPROVED EQUAL)	1	EA	$3,180.00	$3,180.00	$2,777.78	$2,777.78	$2,632.50	$2,632.50	$1,900.00	$1,900.00
30	IRRIGATION ZONE VALVE (RAINBIRD OR APPROVED EQUAL) W/ ALL REQ'D WIRING	4	EA	$390.00	$1,560.00	$222.22	$888.88	$585.00	$2,340.00	$450.00	$1,800.00
	SIGNAGE AND STRIPING										
31	THERMOPLASTIC CROSSWALK STRIPING COMPLETE	3	EA	$440.00	$1,320.00	$370.00	$1,110.00	$877.50	$2,632.50	$605.00	$1,815.00
32	W11-2 WITH W16-9P SIGNS	3	EA	$462.00	$1,386.00	$311.11	$933.33	$585.00	$1,755.00	$429.55	$1,288.65
33	W11-2 WITH W16-7PL SIGNS	3	EA	$462.00	$1,386.00	$311.11	$933.33	$585.00	$1,755.00	$429.55	$1,288.65
	ALLOWANCE										
GA1	GENERAL ALLOWANCE	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
				GRAND TOTAL	**$90,672.00**		**$168,016.69**		**$119,550.56**		**$136,054.36**
	ALTERNATE BID ITEM										
ALT1	REMOVABLE TERMINUS BOLLARDS	8	EA	$2,100.00	$16,800.00	$2,024.00	$16,192.00	$1,025.00	$8,200.00	$2,079.17	$16,633.36
				Prior Experience (A1) Included	YES		YES		YES		YES
				BID BOND	YES		YES		YES		YES
				Signed (B2 & B3)	YES		YES		YES		YES
				Substitution (B4) - How many?	TBD		NONE		NONE		NONE
				Subcontractors (B5) - How many?	TBD		3		2		2
				Required Forms (B6, B7, B8, B9, B10)	YES		YES		YES		YES
				Federal Forms (Non-Collusion, Anti-Kickback, Cert. of Eligibility, Cert. of Nonsegregated Facilities, Workforce Projection, cert. regarding debarment, suspension (for use by subcontractors)	YES No signature on cert. regarding debarment		YES No signature on cert. regarding debarment		YES		YES
				All Required Licenses Attached	YES		YES		YES		YES

OPENED BY: HIRUT DARGE

*** MATH VARIOUS**

FINANCE OFFICE
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1674

MEMORANDUM

TO: All Interested Parties

FROM: Hirut Darge, Purchasing Agent

DATE: August 19, 2014

REF: 5th Ave North Greenway Project North "A" St. to North "C" St.
IFB 14-124

SUBJECT: **Notice of Recommendation of Award**

Based on the results and review of the sealed bids submitted in response to the above-referenced solicitation, the City of Lake Worth is recommending contract award be made to ***West Construction, Inc.***, as the lowest, responsive and responsible bidder. The effective date of this posting is August 19, 2014.

The City will be contacting the awarded bidder of the required insurance submittals so that the contract documents can be compiled and thereafter executed contingent upon approval by the Lake Worth City Commission.

Thank you for your interest in doing business with the City. Should you have any questions, please feel free to contact me via email at hdarge@lakeworth.org, or by telephone at (561) 586-1651. Thank you to all the firms who submitted a proposal, we truly appreciate your time, efforts and interest.

Hirut Darge
Purchasing Agent
City of Lake Worth

Cc: Bid File

CONSTRUCTION CONTRACT FOR
5th AVENUE NORTH GREENWAY PROJECT
North "A" Street to North "C" Street
IFB # 14-124 (RE-BID)

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **West Construction, Inc.**, a Florida corporation, with its principal place of business at 318 South Dixie Highway, Suite 4-5, Lake Worth Florida 33460 ("Contractor").

WHEREAS, the City re-issued Invitation For Bid # 14-124 for construction services for the project known as the 5th Avenue North Greenway Project (from North "A" Street to North "C" Street) ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the City desires to award the IFB to the Contractor for the 5th Avenue North Greenway Project (from North "A" Street to North "C" Street) ("Project"); and

WHEREAS, the City finds awarding the IFB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DOCUMENTS, ADMINISTRATOR, PRICE AND GRANT AGREEMENT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents are: this Contract; the IFB (including, but not limited to, the plans issued therewith); the underlying Community Development Block Grant Agreement (dated October 22, 2013, that funds the Project as amended); the bid submitted by the Contractor; and, any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	The Community Development Block Grant Agreement (including its requirements for Federally Funded Projects)
Second Priority:	Duly executed Change Orders
Third Priority:	Plans issued with the IFB
Fourth Priority:	This Contract
Fifth Priority:	Remainder of the IFB
Sixth Priority:	Contractor's Bid

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.3 Contract Price. The Contract Price shall be $90,672.00 (Ninety Thousand Six Hundred Seventy-Two Dollars and 00/100 Cents) which shall be payable in accordance with paragraph 3 of this Contract. The Contract Price includes the cost for the Public Construction Bond.

1.4 The Community Development Block Grant Agreement. The Project is being funded in whole or in part by the City's Community Development Block Grant Agreement, dated October 22, 2013, as amended, with Palm Beach County, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The Contractor shall abide by all requirements and obligations imposed on the City or the City's subcontractor (or as otherwise identified) under the Grant Agreement. This includes, but is not limited to, the Contractor abiding by all federal HUD Section 3 requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements stated in the Requirements for Federally Funded Projects (a copy of which is attached hereto as **Exhibit "A"**). If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Contractor to be extended.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **120 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **30 calendar days** from substantial completion.

2.2 **Liquidated Damages. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the work described in the Contract Documents not completed within the times specified in paragraph 2.1 above. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City five hundred dollars ($500.00) for each day that expires after the time specified in paragraphs 2.1.**

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

City of Lake Worth
Attn: Finance Department
7 N. Dixie Highway
Lake Worth, FL 33460

The City's Finance Department will review each invoice submitted by the Contractor. If approved by the City's Finance Department, the City will make payment in accordance with the Contract Documents. If not approved, the City will notify the Contractor within twenty (20) business days of the City's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made pursuant to Community Development Block Grant Agreement and in accordance with Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the City will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the Contract Price is paid to the Contractor. Upon payment of fifty percent (50%) of the Contract Price to the Contractor, the City will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.3 Final Payment. Upon final completion and acceptance of the Work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the City. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the City. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the City shall pay the remainder of the Contract Price including any amount held as retainage.

3.4 Notwithstanding the foregoing, the City shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the City.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the City releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS

No more than 25% of dollar value of the total work may be accomplished by subcontractors. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the City to enter into this Contract, the Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work,

site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to the Contractor.

Article 6. INDEMNITY.

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this

Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the City for all expenses of engineering and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the City will be charged to Contractor be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. PUBLIC CONSTRUCTION BOND.

A. In accordance with the provisions of section 255.05, Florida Statutes, the Contractor shall provide to the City, on forms furnished by City in the IFB or substantially similar as approved by the City, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to the City. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond (with the City identified as the "City"):

> "The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract. The Surety waives all rights against City and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against City for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by City as fiduciary."

B. To be acceptable to the City as the City, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Proposal is issued.

(5) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

(a) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

(b) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

C. The cost of the Public Construction Bond shall be a direct pass through cost to the City from the Contractor without any mark-up.

Article 9. TERMINATION.

A. TERMINATION BY CITY: The City may terminate the Contract and the Contract Documents if the Contractor:

(a) refuses or fails to supply enough properly skilled workers or proper materials;
(b) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
(c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
(d) takes action, short of declaring bankruptcy, evidencing insolvency;
(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
(f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the City, may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

(a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,

(b) finish the Work by whatever reasonable method the City may deem expedient.

The Contractor and its sureties shall be liable for any damage to the City, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the City, including but not limited to, and any increased costs incurred by the City in completing the work.

When the City terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the City wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE CITY FOR CONVENIENCE

The City may, at any time, terminate the Contract and Contract Documents for the City's convenience and without cause. Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

(a) cease operations as directed by the City in the notice;

(b) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including termination payments to Subcontractors and demobilization costs.

Article 10. MISCELLANEOUS.

10.1 The City and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders

10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

10.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

10.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

10.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.

10.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the City to keep and maintain in order to perform the services under this Contract.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

10.15 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.16 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

10.17 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.

10.18 All documents, including but not limited to drawings, specifications, plans, reports, other

items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its Subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the City. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the City all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to City such instruments of transfer and take such other action that City may reasonable request, including, without limitation, executing and filing, at City's expense, copyright applications, assignments and other documents required for the protection of City's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The City grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to City. Any modifications made by the City to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the City's sole risk and without liability to the Contractor.

10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.20 Contractor hereby waives any and all rights to Subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

10.21 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the City:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

and to the Contractor as follows:

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

Either party may amend this provision by written notice to the other party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for 5th Avenue North Greenway Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FAR
Glen J. Torcivia, City Attorney

CONTRACTOR: **WEST CONSTRUCTION, INC.**

By: Martha A. Morgan

Print Name: Martha A. Morgan

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of December, 2014 by Martha A. Morgan, as President of West Construction, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

Print Name: Aurora Vega
My commission expires: 12/8/2017

AURORA VEGA
MY COMMISSION # FF 070742
EXPIRES: December 8, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS
28 Pages

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	City of Lake Worth - 5th Ave North Greenway Project

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern. **Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.**

1. **General Requirements:**
   The following requirements are attached:
   - Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
   - Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
   - Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
   - Public Entity Crimes - Section 287.133, Florida Statute
   - Bonding Requirements
   - Section 109 Housing and Community Development Act of 1974
   - Nondiscrimination under the Age Discrimination Act of 1975, As Amended
   - Title VI of the Civil Rights Act of 1964
   - Section 3 Clause
   - Lead-based Paint Poisoning Prevention Act
   - Compliance with Clean Air and Water Acts

2. **Forms to be completed and submitted by all bidders with their bids:**
   The following forms are attached:
   - Noncollusion Affidavit of Prime Bidder
   - Anti-kickback Affidavit
   - Certification of Eligibility of General Contractor
   - Certification of Nonsegregated Facilities
   - Workforce Projection

3. **Form for the successful bidder for use by subcontractors after contract award:**
   The following form is attached:
   - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to County by the successful bidder after contract award:**
   - Contract Award Report to be submitted as follows:
     - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
     - with the final payment request

   (The attached form has been condensed, ask County for a larger form on legal size paper)

5. **Davis-Bacon Act:**
   Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over $2,000. Attached are the pertinent forms:
   - Display of Posters
   - Federal Labor Standards Provisions - Form HUD-4010
   - Guidance to Contractor for Compliance with Labor Standards Provisions
   - The applicable wage decision(s) shown below are attached:

Wage Decision(s) No.:	FL140225 - Mod 0 - Highway

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR-60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended I whole or in pat and the contractor may be declared ineligible for further Government contracts I accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1985, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

S:\CapImprv\MUNICIPAL\LakeWorth\5th AveN_Greenway_Bike Trail\FederalRequirements.wpd

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

   d. "Minority includes:

      (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority ad female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with what ever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare fr, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, f all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

****

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

> "No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

****

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

****

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding $100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts valued at $100,000 or less.

1. BID SECURITY (BID GUARANTEE)

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. BONDS

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

LEAD-BASED PAINT POISONING PREVENTION ACT

References:
- 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities.
In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

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COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 pf Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

(1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued thereunder.

(3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).

(5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

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

Contract #: 14-124 Project Name: 5th Avenue North Greenway Project

(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

Subscribed and sworn to (or affirmed) before me this 16 day of December 2014 by Martha A. Morgan, who is personally known to me or who has produced as _____ identification.

NOTARY SEAL:

AURORA VEGA
MY COMMISSION # FF 070742
EXPIRES: December 8, 2017
Bonded Thru Notary Public Underwriters

Notary Signature: _____

Notary Name: Aurora Vega
Notary Public-State of Florida

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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 #: 14-124 Project Name: 5th Avenue North Greenway Project

(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, City of Lake Worth 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

Subscribed and sworn to (or affirmed) before me this 16 day of December 2014 by Martha A. Morgan, who is personally known to me or who has produced as identification.

NOTARY SEAL:

AURORA VEGA
MY COMMISSION # FF 070742
EXPIRES: December 8, 2017
Bonded Thru Notary Public Underwriters

Notary Signature:

Notary Name: Aurora Vega
Notary Public-State of Florida

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PALM BEACH COUNTY **HOUSING & COMMUNITY DEVELOPMENT**

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

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/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 #: 14-124 Project Name: 5th Avenue North Greenway Project

(2) 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
(3) 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
(4) 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
(5) 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
(6) 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

Subscribed and sworn to (or affirmed) before me this 16th day of December, 2014 by Martha A. Morgan, who is personally known to me or who has produced as _____ identification.

NOTARY SEAL:

AURORA VEGA
MY COMMISSION # FF 070742
EXPIRES: December 8, 2017
Bonded Thru Notary Public Underwriters

Notary Signature: _____

Notary Name: Aurora Vega
Notary Public-State of Florida

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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: 5th Avenue North Greenway Project #14-124

Company Name and Address:

West Construction, Inc.

318 S. Dixie Hwy., Suite 4-5

Lake Worth, FL 33460-4452

Martha A. Morgan
Signature

Martha A. Morgan, President
Name and Title

December 16, 2014
Date

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PALM BEACH COUNTY **HOUSING AND COMMUNITY DEVELOPMENT**

WORKFORCE PROJECTION

PROJECT NAME:	City of Lake Worth - 5th Ave North Greenway Project

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

[ ] Asphalt Distributor
[ ] Asphalt Paving Machine
[ ] Asphalt Screed
[ ] Backhoe
[ ] Boom Auger Operator
[ ] Bulldozer
[ ] Concrete Curb Machine Operator
[ ] Concrete Joint Saw Operator
[ ] Concrete Pump
[ ] Cranes with boom length less than 150 ft
[ ] Cranes with boom length 150 ft and over
[ ] Cranes, all tower cranes, and all
[ ] Derrick, or Dragline
[ ] Earthmover
[ ] Excavator
[ ] Forklift
[ ] Front End Loader
[ ] Grader/Blade
[ ] Guardrail Erector
[ ] Guardrail Erector
[ ] Guardrail Post Driver
[ ] Mechanic (type: _____)
[ ] Milling Machine Grade Checker
[ ] Milling Machine Operator
[ ] Motor Grader
[ ] Mulching Machine
[ ] Oiler, Greasemen
[ ] Pavement Striping Machine
[ ] Pavement Striping Machine Nozzleman
[ ] Piledriver
[ ] Power Subgrade Mixer
[ ] Roller
[ ] Scraper
[ ] Sign Erector
[ ] Small Tool Operator
[ ] Tractor
[ ] Trenching Machine
[ ] Truck Driver (type: _____)
[ ] Other:_____
[ ] Other:_____

OTHER WORK CLASSIFICATIONS

[ ] Acoustical Tile Installer
[ ] Air Tool Operators
[ ] Asphalt Rakers
[ ] Bricklayer/Brickmason/Blocklayer
[ ] Carpenter
[ ] Cement Mason/Concrete Finisher
[ ] Drywall Hanger
[ ] Drywall Finisher/Taper
[ ] Electrician
[ ] Elevator Mechanic
[ ] Fence Erector
[ ] Form Setter
[ ] Glazier
[ ] Grade Checker
[ ] HVAC Mechanic (type: _____)
[ ] Ironworker - Ornamental
[ ] Ironworker - Reinforcing
[ ] Ironworker - Structural
[ ] Landscape and Irrigation laborer
[ ] Lather
[ ] Mason Tenders
[ ] Painter
[ ] Pipefitter (excluding HVAC pipe work)
[ ] Pipelayer
[ ] Plasterer
[ ] Plasterers Tenders
[ ] Plumber (excluding HVAC pipe)
[ ] Plumber (including HVAC pipe)
[ ] Roofer (including built-up, composition and single ply)
[ ] Sheet Metal Worker (including HVAC duct work)
[ ] Sprinkler Fitter (fire sprinkler)
[ ] Terrazzo Worker Mechanic
[ ] Tile Setter
[ ] Traffic Control Specialist
[ ] Traffic Signalization - Installer
[ ] Traffic Signalization - Mechanic
[ ] Unskilled Laborer
[ ] Welder
[ ] Other:_____

Submitted by: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

(for use by subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
   Further, I, we, provide the certification set out below:
   I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name:_____

Subcontractor Name: _____

Address: _____

By: _____ _____ _____

Name and Title Signature Date

PALM BEACH COUNTY **HOUSING & COMMUNITY DEVELOPMENT**

CONTRACT AWARD REPORT

Project Name:		**Report Date:**	

Prime Contractor Information - construction contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
//////////////							//////////////	////					

Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Subcontract	Type of Trade Code (See below) (A)	Subcontractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Name and Address				
									Name	Street	City	State	Zip Code
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SAMPLE
DO NOT USE

Other Contractor Information - non-construction contracts funded in whole or in part by HCD (such as consultants, engineers, architects, surveyors, etc.)

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc	Amount of Contract	Type of Trade Code (See below) (A)	Contractor Business Racial/Ethnic Code (see below) (B)	Woman Owned Business (Yes or No)	Prime Contractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Subcontractor Employer Identification Number	Sec. 3 (Yes or No) (C)	Contractor Name and Address				
									Name	Street	City	State	Zip Code
//////////////							//////////////	////					
//////////////							//////////////	////					

(A) Type of Trade Codes:
Concern: Enter Yes or No
1 = New Construction
2 = Substantial Rehab
3 = Repair
4 = Service
5 = Project Mangt.
6 = Professional
7 = Tenant Services
8 = Education/Training
9 = Arch./Engrg./Appraisal
0 = Other

(B) Racial/Ethnic Codes
1 = White Americans
2 = Black Americans
3 = Native Americans
4 = Hispanic Americans
5 = Asian/Pacific Americans

(C) Section 3 Business

DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.

S:\CapImprv\MUNICIPAL\LakeWorth\5th AveN_Greenway_Bike Trail\FederalRequirements.wpd

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action with in 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(Iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided. That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: (I) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated In writing to the laborer of mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs.
(Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

(II)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant , sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at http://www.dol.gov/esa/whd/forms/wh347instr.htm Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph **A.3(i)** of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

A.4: Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work perform until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

A.5: Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contractor with all the contract clauses in this paragraph.

A.7: Contracts termination; debarment. A breech of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years or both."

A.11: Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act
The provisions of this Paragraph B are applicable where the amount of prime contract exceeds $100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contractor or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set truth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) though (4) of this paragraph.

C. Health and Safety

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices / Helpers

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

CITY OF LAKE WORTH

7 North Dixie Highway ·Lake Worth, Florida 33460 ·Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20,2015, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Agreement with B&B Underground Contractors, Inc. and Materials Testing Allowance with Testing Lab of the Palm Beaches for the Lake Worth Seminole Manor Forcemain Improvements

SUMMARY:
The Agreement authorizes B&B Underground Contractors, Inc. to construct the Lake Worth Seminole Manor Forcemain Improvements project and Testing Lab of the Palm Beaches to provide materials testing allowance services.

BACKGROUND AND JUSTIFICATION:
Seminole Manor is a sub regional sewer customer of the City of Lake Worth. This system connects to the City of Lake Worth's forcemain located at the intersection of Seminole Drive and Lantana Road.

This project will replace a section of 8 inch forcemain serving Seminole Manor and eliminate an 8 inch butterfly valve that has been an operational problem during storm events, and a continued maintenance problem.

The City of Lake Worth Utilities department has solicited bids from contractors for the construction of the Lake Worth Seminole Manor Forcemain Improvements, under Bid IFB-15-100. The lowest responsible, responsive bid for the sum of $48,000 was from B&B Underground Contractors, Inc. plus $1,000 for materials testing allowance services. Mock Roos & Associates are recommending award of the Bid to B&B Underground Contractors, Inc.

MOTION:
I move to approve/disapprove an agreement B&B Underground Contractors, Inc. at a cost not to exceed $48,000, and materials testing allowance with Testing Lab of the Palm Beaches at a cost not to exceed $1,000, for the construction of the Lake Worth Seminole Manor Forcemain Improvements; for a total not to exceed $49,000.

Attachments
1) Fiscal Analysis
2) B&B Underground Contractors, Inc. Bid Proposal
3) Recommendation for Award Letter
4) Bid Tabulation
5) Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	49,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	49,000	0	$0	$0	$0

No. of Additional Full-Time Employees	0	0	0	0	0

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified in the FY2015 Local Sewer Capital budget from account 403-7231-535.63-15

Utilities/Water Production							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535.63-15	Local Sewer CIP	LS-1406	$72,346	N/A	$69,056	-$49,000	$20,056

C. Fiscal Review:

Larry Johnson – Director
Monica Shaner –Engineer
Clyde Johnson - Finance

BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: B&B Underground Contractors, Inc.

PROJECT: Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

DATE: 12/4/14
(Bid Submitted on)

00300
BID FORM

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date Number

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300– thru 00300–):

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

will be substantially complete within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 120 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of 5% Bid Bond.

(b) Unit Price Schedule on Page(s) 00300- and 00300-5.

(c) Trench Safety Affidavit on Page(s) 00300-6.

(d) Schedule of Subcontractors (Page(s) 00300-7).

(e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-8).

(f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-9 and 00300-10.

(g) (List other documents as pertinent): Certification of Drug Free Workplace Program (Page 00300-11).

9. Communications concerning this Bid shall be telephoned or addressed to:

The phone number and address of BIDDER indicated below.

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER's Florida Contractor's License No. CGC 1516940/CUC 1223998

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____

Business address: _____

_____

Phone No. : _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner) (Signature)

Business address: _____

_____

Phone No. : _____

A Corporation

By B & B Under Ground Contractors, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

By Oneal Bates
(Name of Person Authorized to Sign)

President
(Title)

(Signature)

(Corporate Seal)

Attest Stephen Bates
(Secretary)

(Signature)

Business address: 4050 Westgate Ave. Suite 110

West Palm Beach, FL 33409

Phone No. : 561-249-0341

Seminole Manor Forcemain Modification
Schedule of Values

Item	Description	Qty	Unit	Unit Price	Amount
A. General					
1.	Mobilization	1	LS		$ 5,000.00
2.	Bonds, Insurance, and Permit Fees	1	LS		$ 1,800.00
3.	Maintenance of Traffic	1	LS		$ 2,000.00
4.	Videotape Existing Conditions	1	LS		$ 1,000.00
5.	Record Drawings	1	LS		$ 2,000.00
6.	General Allowance	1	LS		$5,000
			Subtotal A		$ 16,800.00
B. Site Work and Utilities					
1.	8" C900 PVC Forcemain (incl. fittings)	60	LF	$ 80.00	$ 4,800.00
2.	6" Temporary Bypass Conneciton	1	LS		$ 5,000.00
3.	10" Line Stop Valve	1	EA	$ ~~11,500.00~~ 8,500.00	$ ~~11,500.00~~ 8,500.00
4.	8" Line Stop Valve	1	EA	$ ~~9,500.00~~ 7,500.00	$ ~~9,500.00~~ 7,500.00
5.	8" Gate Valve	1	EA	$ 1,400.00	$ 1,400.00
6.	Concrete Sidewalk and Curb Replacement	1	LS		$ 3,000.00
7.	Landscape Restoration (Incl. fertilizer and water)	1	LS		$ 1,000.00
			Subtotal B		$ 36,200.00
			Total (A+B)		$ ~~53,000.00~~ 48,000.00

PROJECT NO: B3055.00

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

B&B underground contractors, inc. (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.	Cost
B.1	Slope	$ 100.-
		$
		$
		$
		$
		$
		$
	Total	$

(Signature) (date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on 12/4/14 (date) by

Orval Bates (name). He/she is personally known to me or has

presented _____ (type of identification) as identification.

Laura Demillo — Notary Public Signature and Seal

Laura DeMillo #FF 002294 — Print Notary Name and Commission No.

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors	Category of Work
Sun Oak	Line Stops
EA Tapping Services	Line Stops

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Worth
[print name of the public entity]
by Owen Bates President
[print individual's name and title]
for B&B Underground Contractors, Inc.
[print name of entity submitting sworn statement]

whose business address is 4050 Westgate Ave. Suite 110
West Palm Beach, FL 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1043589

(If the entity has no FEIN include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity
submitting this sworn statement. [Please indicate which statement applies.]

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

12/
_____
[date]

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on 12/4/14 [date] by

ONeal Bates [name]. He/she is personally known to me or has presented

_____ as identification.
[type of identification]

Laura DeMillo
[Notary's Signature and Seal]

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

Laura DeMillo #FF002294
Print Notary Name and Commission No.

Form PUR 7068 (Rev. 04/10/90)
M/R 03/06/92

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of B & B Underground Contractors, Inc. maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, 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; 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 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.

Contractor's Signature

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

B&B Underground Contractors, Inc.
as Principal, hereinafter called the Principal, and

Westfield Insurance Company
a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Lake Worth
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid (5%)**,
for the payment of which sum well and truly to be made, the said Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Seminole Manor Forcemain Modifications, No. IFB 15-100

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 24th day of November 2014.

(Witness)

B&B Underground Contractors, Inc.

A. O'Neal Bates, President

(Witness)

Westfield Insurance Company

Arthur K. Broder, Agent & Attorney In Fact

Printed in cooperation with the American Institute of Architects (AIA) by CANF&D . CANF&D vouches that the language in this document conforms exactly to the language used in AIA Document A310 Bid Bond - AIA, February 1970 ED - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D. C. 20006.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 0992212 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of **DAVIE** and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be It Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **APRIL** A.D., **2005**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr.
Richard L. Kinnaird, Jr., *Senior Executive*

State of Ohio
County of Medina ss.:

On this **25th** day of **APRIL** A.D., **2005**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio;** that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

William J. Kahelin
William J. Kahelin, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 14th day of November A.D., 2014.

Frank A. Carrino
Frank A. Carrino, Secretary
Secretary

BPOAC2 (combined) (06-02)

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

December 10, 2014

Monica Morandi, P.E.
Lake Worth Utilities
1900 2nd Avenue North
Lake Worth, FL 33461

Ref. No.: B3055.00
Subject: Lake Worth Seminole Manor Forcemain Improvements

Dear Monica:

On December 4, 2014 bids were received for the construction work on this project. Bids ranged from $48,000 to $81,350. The low bid was from B&B Underground Contractors, Inc. in the amount of $48,000. This bid was below the Engineer's Opinion of Probable Construction Cost.

We have completed a number of past projects with B&B Underground Contractors, Inc. The Contractor has the capability to complete the current project based on this past performance. We have discussed the bid with the Contractor and the Contractor has indicated that his bid is complete and that he can complete the project for the bid amount. Based on the above discussions, we recommend award of the contract to B&B Underground Contractors, Inc.

Our recommendation of award is based on review of the project and the Contractor from an engineering perspective and based on past project performance. We recommend that you seek advice of legal counsel relative to other issues regarding legalities of award of this contract.

We recommend that you establish the following budgets for anticipated expenses under the construction phase of this contract. Our recommendation includes a materials testing allowance which will be needed for the compaction tests and concrete tests. Our proposal for Construction Phase Engineering Services will follow.

Construction Contract		$48,000.00
Materials Testing Allowance		$1,000.00
	Total	$49,000.00

In addition to the bid tabulation, enclosed is a copy of B&B Underground Contractors, Inc. bid submittal.

If you have any questions or comments regarding this recommendation or the project, please contact me at 683-3113 extension 258. I would be happy to meet with you to discuss this bid and project further.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

John R. Leemon, P.E.
Senior Project Manager

JRL:cbm
Copies: Hirut Darge (w/encl)
Christy Goddeau (w/encl)
Thomas A. Biggs
I:\lwu_\lwu_smfm\b3055.00\l003jlcm.docx

Mock, Roos & Associates, Inc.
5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Bid Tab: Seminole Manor Forcemain Modifications

Bid Date: 12-4-14

				B&B Underground		Solo Const & Eng		Johnson-Davis		D.S Eakins		Foster Marine		Hinterland Group	
Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**	**Unit Price**	**Total Cost**
A. General															
1.	Mobilization	1	LS		$5,000.00		$5,000.00		$5,000.00		$5,000.00		$8,000.00		$3,000.00
2.	Bonds, Insurance, and Permit Fees	1	LS		1,800.00		5,000.00		3,200.00		3,000.00		1,600.00		2,000.00
3.	Maintenance of Traffic	1	LS		2,000.00		3,000.00		2,700.00		1,500.00		2,000.00		500.00
4.	Videotape Existing Conditions	1	LS		1,000.00		1,000.00		1,000.00		500.00		650.00		750.00
5.	Record Drawings	1	LS		2,000.00		1,000.00		2,500.00		1,900.00		1,900.00		2,000.00
6.	General Allowance	1	LS		5,000		5,000		5,000		5,000		5,000		5,000
		Subtotal A			$16,800.00		$20,000.00		$19,400.00		$16,900.00		$19,150.00		$13,250.00
B. Site Work and Utilities															
1.	8" C900 PVC Forcemain (incl. fittings)	60	LF	$80.00	$4,800.00	$200.00	$12,000.00	$150.00	$9,000.00	$340.00	$20,400.00	$175.00	$10,500.00	$700.00	$42,000.00
2.	6" Temporary Bypass Conneciton	1	LS		5,000.00		3,000.00		5,000.00		1,500.00		3,500.00		1,500.00
3.	10" Line Stop Valve	1	EA	8,500.00	8,500.00	5,000.00	5,000.00	8,500.00	8,500.00	5,000.00	5,000.00	10,800.00	10,800.00	8,500.00	8,500.00
4.	8" Line Stop Valve	1	EA	7,500.00	7,500.00	4,000.00	4,000.00	7,500.00	7,500.00	4,500.00	4,500.00	9,000.00	9,000.00	8,500.00	8,500.00
5.	8" Gate Valve	1	EA	1,400.00	1,400.00	2,000.00	2,000.00	2,000.00	2,000.00	5,042.00	5,042.00	1,800.00	1,800.00	2,400.00	2,400.00
6.	Concrete Sidewalk & Curb Replment	1	LS		3,000.00		5,000.00		2,500.00		3,500.00		5,250.00		2,200.00
7.	Landscape Restor (Incl. fert & water)	1	LS		1,000.00		1,000.00		2,000.00		2,500.00		1,800.00		3,000.00
		Subtotal B			$31,200.00		$32,000.00		$36,500.00		$42,442.00		$42,650.00		$68,100.00
		Total (A+B)			$48,000.00		$52,000		$55,900.00		$59,342.00		$61,800.00		$81,350.00

Bid Tabulation

PROJECT MANUAL

Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

October 2014

Prepared by:

Mock, Roos & Associates, Inc.
Engineers-Surveyors-Planners
5720 Corporate Way
West Palm Beach, Florida

Engineer's Project
No. B 3055.00

PROJECT: Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

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PROJECT: Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

Date: October 23, 2014

00020
INVITATION TO BID

Sealed bids, in duplicate, will be received by City of Lake Worth Procurement Office, City Hall, 2nd Floor, 7 North Dixie Highway, Lake Worth, Florida 33460 for the subject Project until 2:00 p.m. local time, December 4, 2014, then opened publicly at that time.

The OWNER for the Project is City of Lake Worth, Florida.

The Contract Documents will be open to inspection at Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, Florida 33407. This project involves the construction of a forcemain modification at the intersection of Lantana Road and Seminole Drive.

Contract Documents may be purchased from Mock, Roos & Associates, Inc. at the following prices, which are non-refundable:

Drawings:	$4.71	plus $.29	sales tax	=	$ 5.00
Project Manual:	$14.15	plus $.85	sales tax	=	$20.00
Complete Set (Drawings and Project Manual):					$25.00

Packaging & Mailing Charges/Set: $ 15.00 (when delivered by UPS)

This Contract is a unit price contract.

Bids must be accompanied by a Bid Security in the form of a certified or bank check made payable to the Owner, or a Bid Bond. The amount of the security shall not be less than five (5) percent of the Bidder's total price indicated in Bid Form.

No Bid may be withdrawn for a period of 120 days after the scheduled closing date for the receipt of bids except as otherwise provided in Article 13 of the Instructions to Bidders.

The successful Bidder, who is awarded the Contract, shall be required to furnish a 100% Construction Performance Bond and a 100% Construction Payment Bond.

The OWNER reserves the right to reject any or all Bids, to waive informalities, and to re-advertise.

/s/ Larry Johnson, Water Utilities Director

Publish: Palm Beach Post – October 26, 2014

00100
INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (EDCJC No. 1910-8, 1983 Edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS.

2.1. Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid).

2.2. Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request, written evidence such as financial data, previous experience, present commitments and other such data as may be reasonably specifically requested by Owner or otherwise required in Contract Documents. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Reference is made to Division 1: General Requirements of the Specifications for the identification of:

4.2.1. those reports of explorations and tests of subsurface conditions at the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.2. those drawings of physical conditions in or relating to existing surface and subsurface conditions (except Underground Facilities) which are at or contiguous to the site which have been utilized by Engineer in preparation of the Contract Documents.

4.2.3. Copies of such reports and drawings (referred to above), if not attached to the Specifications or added on the Drawings, will be made available by Owner to any Bidder on request. Those reports and drawings are not a part of the Contract Documents. Bidder may not rely upon the accuracy of the non-technical data, interpretations or opinions contained in those reports and drawings. Bidder may

not rely on the completeness of those reports and drawings for the purposes of bidding or construction. Bidder may rely on any technical data contained in those reports and drawings specifically referenced in Division 1: General Requirements as technical data that can be relied on.

4.3. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in Contract Documents due to differing conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5. Before submitting a Bid, each Bidder will, at Bidder's own expense, be responsible to make or obtain such examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

4.7. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.8. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATIONS AND ADDENDA.

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer (unless another issuing office is designated in the Advertisement or Invitation to Bid). Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY.

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the ____120th__ day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME.

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. If Contract Times are left blank in the Bid Form, the time for Substantial Completion and final completion are to be set forth by Bidder in the Bid and will be included in the Agreement. The times will be taken into consideration by Owner during the evaluation of Bids, and it will be necessary for the Successful Bidder to satisfy Owner of Bidder's ability to achieve Substantial Completion and final completion within the times designated in the Bid.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS.

The contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in Division 1: General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

10.1. If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet Contractor's liability insurance requirements as established by the General and Supplementary Conditions or be listed as an additional insured on the apparent successful Bidder's policy. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and

organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

10.2. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM.

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the issuing office).

11.2. All blanks on the Bid Form must be completed in ink or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by the Bidder. It is the responsibility of each Bidder to verify that he or she has received all Addenda issued before Bids are opened.

11.7. The address and telephone number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS.

Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED FOR __(insert project name)__ TO BE OPENED __(insert date and time as indicated in the Invitation to Bid or subsequent addenda)_____ " on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS.

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS.

Bids will be opened (publicly or privately) as indicated in the Invitation to Bid.

14.1. When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids. If applicable, the bid will be opened in accordance with sec. 255.0518, Florida Statutes.

14.2. When Bids are opened privately, an abstract of the same information (will or will not) be made available to Bidders within seven days after the date of Bid opening.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All bids will remain subject to acceptance for _____120_ days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT.

16.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make and award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

16.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.5. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and subject to the Owners Local Preference Policy. No. bidder shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

16.6. If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within _120_ days after the day of the Bid opening.

16.7. When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

17. CONTRACT SECURITY.

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

18. SIGNING OF AGREEMENT.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ____15__ days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

19. DISQUALIFICATION OF BIDDER

19.1 Bidder may be disqualified and its Bid rejected for any of the following:

a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
b) Reason to believe that collusion exists among or between Bidders
c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
g) Substantial evidence of bad character or dishonesty.
h) Bidder is involved in any current litigation with Owner.
i) Bidder has defaulted on any contract or is in arrears on any contract.

20. LICENSES, PERMITS, AND CERTIFICATION

20.1 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

20.2 An Occupational License obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth.

20.3 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

21. PREPARATION EXPENSE

21.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation, presentation or submittal of any Bid.

22. NON-COLLUSION

22.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or

provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

23. CODE OF ETHICS

23.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner, Palm Beach County, and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner.

24. CONFLICT OF INTEREST

24.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the City, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Bidders must complete the Conflict of Interest Form attached hereto.

25. DRUG FREE WORKPLACE PROGRAMS

25.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

26. LEGAL REQUIREMENTS

26.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

27.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

28. NON-APPROPRIATIONS

28.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

29. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP

29.1 All material submitted regarding this Bid becomes the property of the Owner. Pursuant to sec. 119.07(1), Fla. Stat., sealed Bids received by the Owner pursuant to a competitive solicitation are subject to disclosure when the Owner provides notice of an intended decision or until thirty (30) after opening of the Bids, whichever is earlier. If the Owner rejects all bids submitted in response to a competitive solicitation and the Owner concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids remain exempt from sec. 119.07(1), Fla. Stat., until such time as the Owner provides notice of an intended decision concerning the reissued competitive solicitation or until the Owner withdraws the reissued competitive solicitation. A Bid is not exempt from disclosure for longer than 12 months after the initial notice rejecting all Bids made by the Owner. Bidder should take special note of this as it relates to any proprietary information that might

be included in their offer. Any resulting contract may be reviewed by any person after the contract has been executed by the Owner. The Owner has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from the same. Disqualification of a Bidder does not eliminate this right.

29.2 Contractor shall comply with Florida's Public Records Laws, and, if applicable, specifically agrees to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

END OF SECTION

BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: BSB Underground Contractors, INC.

PROJECT: Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

DATE: 12/4/14
(Bid Submitted on)

00300
BID FORM

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date Number

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300– thru 00300–):

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

will be substantially complete within 90 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 120 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

(a) Required Bid Security in the form of 5% Bid Bond.

(b) Unit Price Schedule on Page(s) 00300- and 00300-5.

(c) Trench Safety Affidavit on Page(s) 00300-6.

(d) Schedule of Subcontractors (Page(s) 00300-7).

(e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-8).

(f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-9 and 00300-10.

(g) (List other documents as pertinent): Certification of Drug Free Workplace Program (Page 00300-11).

9. Communications concerning this Bid shall be telephoned or addressed to:

The phone number and address of BIDDER indicated below.

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER's Florida Contractor's License No. CGC 1516940/CVC.1223998

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____

Business address: _____

_____

Phone No. : _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner) (Signature)

Business address: _____

_____

Phone No. : _____

A Corporation

By B & B Underground Contractors, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

By Oneal Bates
(Name of Person Authorized to Sign)

President
(Title)

(Signature)

(Corporate Seal)

Attest Stephen Decker
(Secretary)

(Signature)

Business address: 4050 Westgate Ave. Suite 110

West Palm Beach, FL 33409

Phone No. : 561-249-0341

Seminole Manor Forcemain Modification
Schedule of Values

Item Description	Qty	Unit	Unit Price	Amount
A. General				
1. Mobilization	1	LS		$ 5,000.00
2. Bonds, Insurance, and Permit Fees	1	LS		$ 1,800.00
3. Maintenance of Traffic	1	LS		$ 2,000.00
4. Videotape Existing Conditions	1	LS		$ 1,000.00
5. Record Drawings	1	LS		$ 2,000.00
6. General Allowance	1	LS		$5,000
		Subtotal A		$ 16,800.00
B. Site Work and Utilities				
1. 8" C900 PVC Forcemain (incl. fittings)	60	LF	$ 80.00	$ 4,800.00
2. 6" Temporary Bypass Conneciton	1	LS		$ 5,000.00
3. 10" Line Stop Valve	1	EA	$ ~~11,500.00~~ 8,500.00	$ ~~11,500.00~~ 8,500.00
4. 8" Line Stop Valve	1	EA	$ ~~9,500.00~~ 7,500.00	$ ~~9,500.00~~ 7,500.00
5. 8" Gate Valve	1	EA	$ 1,400.00	$ 1,400.00
6. Concrete Sidewalk and Curb Replacement	1	LS		$ 3,000.00
7. Landscape Restoration (Incl. fertilizer and water)	1	LS		$ 1,000.00
		Subtotal B		$ 36,200.00
		Total (A+B)		$ ~~53,000.00~~ 48,000.00

PROJECT NO: B3055.00

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

B&B Underground Contractors INC. (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.	Cost
B.1	Slope	$ 100-
		$
		$
		$
		$
		$
		$
	Total	$

(Signature) (date)

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on 12/4/14 (date) by

Orval Bates (name). He/she is personally known to me or has

presented _____ (type of identification) as identification.

Laura DeMillo — Notary Public Signature and Seal

Laura DeMillo #FF002294 — Print Notary Name and Commission No.

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors	Category of Work
SAN OAK	LINE STOPS
EA TAPPING SERVICES	LINE STOPS

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Worth
[print name of the public entity]

by Owen Bates President
[print individual's name and title]

for B&B Underground Contractors, Inc.
[print name of entity submitting sworn statement]

whose business address is 4050 Westgate Ave. Suite 110
West Palm Beach, Fl. 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-1043589

(If the entity has no FEIN include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity
submitting this sworn statement. [Please indicate which statement applies.]

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
[signature]

12/
_____
[date]

STATE OF Florida

COUNTY OF Palm Beach

Subscribed and Sworn to (or affirmed) before me on 12/4/14 by
[date]

O'Neal Bates. He/she is personally known to me or has presented
[name]

_____ as identification.
[type of identification]

Laura DeMillo
[Notary's Signature and Seal]

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

Laura DeMillo #FF002294
Print Notary Name and Commission No.

Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of B & B Underground Contractors, Inc. maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, 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; 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 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.

Contractor's Signature

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 20__, by and between the City of Lake Worth (hereinafter called OWNER) and _____ B&B Underground Contractors, Inc. _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Installing a new pipe section in the Seminole Manor Forcemain.

ARTICLE 2. ENGINEER

The Project has been designed by Mock, Roos & Associates, Inc., 5720 Corporate Way, West Palm Beach, FL 33407,who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1. The Work will be substantially completed within 90 days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within120 days from the date when the Contract Time commences to run.

3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.3. **LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars ($ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and 00/100 dollars ($500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.**

ARTICLE 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, subject to adjustment as provided therein, in current funds as follows:

4.1 An amount equal to the sum of the established unit price for each separately identified item on the Unit Price Schedule times the estimated quantity of that item:

TOTAL OF ALL UNIT PRICES Forty-Eight Thousand and 00/100 ($ 48,000.00) (use words)
(figures) which is based on the unit price(s) in the Bid Form Unit Price Schedule which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered A.1. to B.7. .

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in Division 1: General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

90% of Work completed.
90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
95% of the work complete after the Contractor has completed over 50% of the Work.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions, less liquidated damages, if any.

5.2. FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, and settlement of all claims, including liquidated

damages, if any, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. (This Article left blank intentionally)

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to include OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Division 1: General Requirements as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in Division 1: General Requirements of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely, if any.

7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies, if any, (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface of physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents, if any, with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR acknowledges that the Contract Documents are generally sufficient to indicate and convey an adequate understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement consisting of 7 pages.

8.2. Exhibits to this Agreement identified as: Contractor's Corporate Resolution; Contractor's Certificate of Insurance; _____ inclusive.

8.3. Performance Bond and Payment Bond consisting of 4 pages (plus Power of Attorney Forms as applicable).

8.4. Notice of Award and Notice to Proceed.

8.5. General Conditions consisting of 33 pages.

8.6. Supplementary Conditions consisting of 7 pages.

8.7. Bid documents as listed in the table of contents of the Project Manual.

8.8. Specifications consisting of 44 pages.

8.9. Drawings not attached hereto but are listed in Section 00860 List of Drawings.

8.10. Addenda numbers N/A to N/A, inclusive.

8.11. CONTRACTOR's Bid consisting of 11 pages.

8.12. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.

8.14. The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).

8.15. Notice of Compliance with Chapter 556, Florida Statutes, consisting of 1 page.

8.16. Any other document attached hereto or incorporated herein.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extend that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replaced such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

9.5 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 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

9.6 In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce said right(s) at any time thereafter.

9.8 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

9.9 The Contractor is, and shall be, in the performance of all Work under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the Work performed pursuant to the Contract Documents shall at all times and in all places be subject to the Contractor's sole direction, supervision and control.

9.10 The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required for the purpose of inspection or audit during normal business hours at the Contractor's place of business. Under no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

9.11 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.

b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner all public records in possession of the Contractor upon termination of the Contract Documents and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE 10. INDEMNIFICATION.

10.1. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

10.2. It is the specific intent of the parties hereto that the foregoing indemnification complies with section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

10.3 Nothing in the Contract Documents shall be construed or interpreted as consent by the OWNER to be sued, nor as a waiver of sovereign immunity beyond the waiver or limits provided in section 768.28, Florida Statutes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this Agreement in four parts. Two counterparts have been delivered to OWNER, and one counterpart each to CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: B&B Underground Contractors, Inc.

By: _____

Print Name: Orval Bates

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Orval Bates, as President of B&B Lind Contractors Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

Notary Public:

Laura DeMillo

LAURA DEMILLO
Notary Public - State of Florida
My Comm. Expires May 19, 2017
Commission # FF 002294
Bonded Through National Notary Assn.

PROJECT: Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

00501
OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after such examination I am of the opinion that the execution of the Agreement, the Performance Bond and Payment Bond are in due and proper form.

_____
Attorney for Owner

This the _____ day of _____, 20_____.

Construction Performance Bond

Bond #- 3213975

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
B&B Underground Contractors, Inc.
4050 Westgate Avenue, Suite 110
West Palm Beach, FL 33409

SURETY (Name and Principal Place of Business):
Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER (Name and Address):
City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

CONSTRUCTION CONTRACT
Date:
Amount: **Forty Eight Thousand & 00/100 DOLLARS ($48,000.00)**

Description (Name and Location): **Seminole Manor Forcemain Modifications for City of Lake Worth**

BOND
Date (Not earlier than Contract Date):
Amount: **Forty Eight Thousand & 00/100 DOLLARS ($48,000.00)**
Modifications to this Bond Form:
None

CONTRACTOR AS PRINCIPAL
Company: **B&B Underground Contractors, Inc.** (Corp. Seal)

Signature: _____
Name and Title: **A. O'Neal Bates, President**

SURETY
Company: **Westfield Insurance Company** (Corp. Seal)

Signature: _____
Name and Title: **Arthur K. Broder, Agent & Attorney In Fact**

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

Construction Payment Bond

Bond #- 3213975

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
B&B Underground Contractors, Inc.
4050 Westgate Avenue, Suite 110
West Palm Beach, FL 33409

SURETY (Name and Principal Place of Business):
Westfield Insurance Company
One Park Circle
Westfield Center, OH 44251

OWNER (Name and Address):
City of Lake Worth, FL
7 North Dixie Highway
Lake Worth, FL 33460

CONTRACT
Date:
Amount: **Forty Eight Thousand & 00/100 DOLLARS ($48,000.00)**

Description (Name and Location): **Seminole Manor Forcemain Modifications for City of Lake Worth**

BOND
Date (Not earlier than Contract Date):
Amount: **Forty Eight Thousand & 00/100 DOLLARS ($48,000.00)**
Modifications to this Bond Form:
The Provisions and Limitations of Florida Statute 255.05 are incorporated herein.

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: **B&B Underground Contractors Corp.** (Corp. Seal)

Signature: _____
Name and Title: **A. O'Neal Bates, President**

SURETY
Company: **Westfield Insurance Company** (Corp. Seal)

Signature: _____
Name and Title: **Arthur K. Broder, Agent & Attorney-In-Fact**

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, 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. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes pthereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

POWER NO. 0992212 00

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of **DAVIE** and State of FL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- -.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **25th** day of **APRIL** A.D., **2005** .

Corporate
Seals
Affixed

WESTFIELD INSURANCE COMPANY SEAL — WESTFIELD NATIONAL INSURANCE CO. SEAL — OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Richard L. Kinnaird, Jr.
Richard L. Kinnaird, Jr., *Senior Executive*

State of Ohio
County of Medina ss.:

On this **25th** day of **APRIL** A.D., **2005** , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio;** that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

NOTARIAL SEAL — STATE OF OHIO

William J. Kahelin
William J. Kahelin, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,

WESTFIELD INSURANCE COMPANY SEAL — WESTFIELD NATIONAL INSURANCE CO. SEAL — OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Frank A. Carrino Secretary
Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

PROJECT: Seminole Manor Forcemain Modifications
for City of Lake Worth
Lake Worth Solicitation No. IFB-15-100

SECTION 00630
NOTICE OF COMPLIANCE WITH CHAPTER 556, FLORIDA STATUTES

The undersigned Contractor does hereby confirm to the Owner and Engineer that the Contractor has reviewed the provisions of Chapter 556, Florida Statutes, and has provided to "Sunshine State One-Call of Florida, Inc." the information required under F.S. 556.105 before the commencement of any excavation or demolition required for the Work.

Executed this _____ day of _____, 20____.

_____
(name of Contractor)

_____
(signature)

_____
(print name)

_____
(title)

END OF SECTION

00670
CONTRACTOR'S AFFIDAVIT TO OWNER

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership or Individual) of _____(State), doing business as _____(Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with _____ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of _____, located at _____County, Florida. ".

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR	AMOUNT DUE AND UNPAID
	$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit..

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

_____ _____
(ENTITY)
_____ By:_____
(SEAL)

Subscribed and Sworn to (or affirmed) before me on _____(date) by _____ _____(name). He/she is personally known to me or has presented _____(type of identification) as identification.

_____ _____
Notary Public Signature and Seal Print Notary Name and Commission No.

00680
APPLICATION FOR PAYMENT NO. _____

Project Seminole Manor Forcemain Modifications for City of Lake Worth

Application is made for payment, as hereinafter shown, in connection with this Agreement:

Total Work to Date - see attached schedule	$ _____
Total Material Suitably Stored - see attached schedule	$ _____
Gross Amount Due	$ _____
Less _____ % Retainage	$ _____
Amount Due to Date	$ _____
Less Previous Applications	$ _____
Amount Due This Application	$ _____
Original Contract Price	$ _____
Net Change Orders	$ _____
Current Contract Price	$ _____
Value of Work Remaining to be Done	$ _____

Contractor's Certification:
The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Agreement referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

Dated _____, 20____

_____
Contractor and Mailing Address

By _____
(Name and Title)

State of)
County of)ss

Subscribed and Sworn to (or affirmed) before me on _____ *(date)*
personally appeared _____ *(name)*.
He/she is personally known to me or has presented _____
_____ *(type of identification)* as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

_____ _____
Notary Public Signature and Seal Print Notary Name and Commission No.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

MOCK, ROOS & ASSOCIATES, INC.

Date: _____ By: _____
(Name)

(Title)

SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE_____

_____

CONTRACTOR _____

FOR PERIOD ENDING _____

TO ACCOMPANY APPLICATION NO. _____

ITEM	CONTRACTOR'S Schedule of Values			Work Completed	
	Unit Price	Quantity	Amount	Quantity	Amount
	$		$		$
NOTE: CONTRACTOR SHALL PREPARE APPROPRIATE SCHEDULE WITH ALL CONTRACT ITEMS					
SHOWN FOR ATTACHMENT TO EACH APPLICATION FOR PAYMENT.					
			Total (Original Contract)		$ _____
C.O. No. 1					
C.O. No. 1 NOTE: CHANGE ORDER(S) SHALL BE ITEMIZED AS APPLICABLE.					

TOTAL WORK TO DATE $_____

MATERIALS SUITABLY STORED

NOTE: CONTRACTOR TO ITEMIZE AND ATTACH APPROPRIATE INVOICES

TOTAL MATERIAL SUITABLY STORED $_____

Accompanying Documentation (Contractor to itemize):

This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

05/02/86
GC-1

00700

STANDARD

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

Prepared by

Engineers' Joint Contract Documents Committee

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2, 1983 editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents, No. 1910-9, 1981 edition. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1983 edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12, 1983 edition) may be used.

No. 1910-8 (1983 Edition)
Reprinted 8/85

©1983 National Society of Professional Engineers
2029 K Street, N.W., Washington, D.C. 20006

American Consulting Engineers Council
1015 15th Street, N.W., Washington, D.C. 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

Construction Specifications Institute
601 Madison St., Alexandria, VA 22314

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GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement—The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment—The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

* BIDDER-(see ¶SC-1 of Supplementary Conditions)

Bonds—Bid, performance and payment bonds and other instruments of security.

Change Order—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price—The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time—The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR—The person, firm or corporation with whom OWNER has entered into the Agreement.

defective—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings—The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER—The person, firm or corporation named as such in the Agreement.

Field Order—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements—Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations—Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization—Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative—The authorized representative of ENGINEER who is assigned to the site or any part thereof. (see ¶SC-1 of Supplementary Conditions) *

Shop Drawings—All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplementary Conditions—The part of the Contract Documents which amends or supplements these General Conditions.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman or vendor.

Underground Facilities—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work—Work to be paid for on the basis of unit prices.

Work—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

Written Amendment—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. ~~In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.~~ (See ¶SC-2.3 of Supplementary Conditions) *

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown

thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. a preliminary schedule of Shop Drawing submissions; and

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7. ~~Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.~~ (See ¶Sc-2.7 of
* the Supplementary Conditions)

Preconstruction Conference:

2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification

from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

Amending and Supplementing Contract Documents:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. a formal Written Amendment,

3.4.2. a Change Order (pursuant to paragraph 10.4), or

3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. a Field Order (pursuant to paragraph 9.5),

3.5.2. ENGINEER's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions: (see ¶SC 4.2.1 of the Supplementary Conditions) *

4.2.1. *Explorations and Reports:* ~~Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon nontechnical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.~~

4.2.2. *Existing Structures:* ~~Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.~~

4.2.3. *Report of Differing Conditions:* If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Document Change:* If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. *Possible Price and Time Adjustments:* In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

Physical Conditions—Underground Facilities:

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. *Not Shown or Indicated.* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5—BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act. **(See SC-5.1 of the Supplementary Conditions)**

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of

the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

* *Contractor's Liability Insurance:* (See ¶SC-5.3 of the Supplementary Conditions)

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance: (See ¶SC-5.4 of the Supplementary Conditions) *

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance: (See ¶SC-5.5 of the Supplementary Conditions) *

~~5.5. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.~~

Property Insurance: (See ¶SC-5.6 thru 5.10 of the Supplementary Conditions) *

~~5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.~~

~~5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER AND ENGINEER's consultants in the Work, all of whom shall be listed as insured or additional insured parties.~~

5.8. ~~All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to CONTRACTOR by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.~~

5.9. ~~OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~

5.10. ~~If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.~~

Waiver of Rights:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER's consultants and all other parties named as insureds in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER's consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER's consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance: (See ¶SC-5.14 of the Supplementary Conditions) *

5.14. ~~If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.~~

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no

such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or

royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.

6.8.3. (See ¶SC-6.8.3 of the Supplementary Conditions) *

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations. (See ¶SC-6.9 of the Supplementary Conditions) *

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER

or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as
* plant investment fees. (See ¶6.13 of the Supplementary Conditions)

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon com-

pletion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on

each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER's review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification: See Paragraph SC-6.30 of the Supplementary Conditions

6.30. ~~To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.~~

See Paragraph SC-6.31 of the Supplementary Conditions

6.31. ~~In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.~~

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

ARTICLE 7—OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CON-

TRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR's failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Supplementary Conditions.

9.3.1. (See ¶SC-9.3.1 of the Supplementary Conditions) *

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed. **(See SC-9.6 of the Supplementary Conditions)**

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.9. In connection with ENGINEER's responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER's Responsibilities:

9.13. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be

effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. changes in the Work which are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).

11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage

requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR's Fee:

11.6. The CONTRACTOR's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's Fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the

allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.9.3. ~~Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.~~
*(See ¶SC-11.9.3 of the Supplementary Conditions

ARTICLE 12—CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13—WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be *defective*. ~~Prompt notice of all defects shall be given to CONTRACTOR.~~ All *defective* Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.
*See ¶SC-13.1 of the Supplementary Conditions.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. ~~CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.~~ See ¶SC-13.3 of the Supplementary Conditions.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also

be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's or ENGINEER's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective,* CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective,* CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is *defective,* or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with *nondefective* Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective,* CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with *nondefective* Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
(See SC-13.12 of the Supplementary Conditions)

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential

costs attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a

representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Docu-

ments, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents—all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation—all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16.

Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR. **(See SC-14.13 of the Supplementary Conditions)**

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of *defective* Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.16.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. if CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.5. if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents

(including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs). **(See SC-15.4 of the Supplementary Conditions)**

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

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ARTICLE 16—ARBITRATION

16.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.2. No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which ENGINEER has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.

16.3. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.4. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's agents, employees or consultants) who is not a party to this contract unless:

16.4.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,

16.4.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

16.4.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.5. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§10,11).

*(See ¶SC-16 of the Supplementary Conditions)

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ARTICLE 17—MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

(See Article 18 - SC-18.1 through SC-18.11 of the Supplementary Conditions)

(See SC-19 of the Supplementary Conditions)

00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. The General Conditions may also be supplemented elsewhere in the Contract Documents.

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract (EJCDC No. 1910-8, 1983, edition) have the meanings assigned to them in the General Conditions.

PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS

SC-1

Add the following to Article 1 - Definitions of the General Conditions:

Bidder -Any individual, partnership, corporation or joint venture submitting a Bid for the Work to be performed.

Resident Project Representative - The Resident Project Representative (RPR) may be assigned to the site or any part thereof on a full time basis or only on a part-time basis. This will be determined by Engineer's Agreement with Owner.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

SC-2.3

Delete the last sentence of paragraph 2.3. of the General Conditions and insert the following in its place:

In no event will the Contract Time commence to run later than the __120th__ day after the date of the Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier, (unless agreed otherwise by Owner and Contractor in writing).

BEFORE STARTING CONSTRUCTION:

SC-2.7

Delete paragraph 2.7. of the General Conditions in its entirety and insert the following in its place:

Before any Work at the site is started, Contractor shall deliver to Owner and Engineer certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with the Contract Documents.

PHYSICAL CONDITIONS:

SC-4.2.1.

Delete paragraphs 4.2.1 and 4.2.2 of the General Conditions in their entirety and insert the following in their place:

4.2.1. Explorations and Reports: Reference is made to Division 1: General Requirements of the Specifications for the identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of any technical data contained in such reports that is specifically

referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon nontechnical data, interpretations or opinions contained therein or upon the completeness thereof for Contractor's purposes. Except as indicated above and in paragraph 4.2.6, Contractor shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to Division 1: General Requirements of the Specifications for the identification of those drawings and physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such drawings that is specifically referenced in Division 1: General Requirements as technical data that can be relied on by Contractor. Contractor may not rely upon non-technical data contained in such drawings or upon the completeness thereof for Contractor's purposes. Except as indicated above in this paragraph and in paragraph 4.2.6, Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

PAYMENT AND PERFORMANCE BONDS

SC-5.1

Add the following after the last sentence of General Condition 5.1:

In accordance with section 255.05(1), Fla. Stat., as amended from time to time, before commencing the Work or before recommencing the Work after a default or abandonment, the Contractor shall execute and record in the public records of Palm Beach County a payment and performance bond with a surety insurer authorized to do business in the State of Florida, and the Contractor shall be required to provide to the Owner a certified copy of the recorded bond. The Owner may not make a payment to the Contractor until the Contractor has complied with section 255.05(1)(b), Fla. Stat.

CONTRACTOR'S LIABILITY INSURANCE:

SC-5.3.

The limits of liability for the insurance required by paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.3.1. and 5.3.2. Worker's Compensation, etc. under paragraphs 5.3.1 and 5.3.2 of the General Conditions:

(1) State:	Statutory
(2) Applicable Federal (e.g. Longshoreman's and Harbour Workers' Compensation, Maritime, Jones Act, etc.):	Statutory
(3) Employer's Liability:	$ 1,000,000

5.3.3, 5.3.4, 5.3.5, 5.3.6. Comprehensive General Liability (under paragraphs 5.3.3 through 5.3.6 of the General Conditions):

(1) Bodily Injury (including completed operations and products liability):

$ 1,000,000	Each Occurrence
$ 3,000,000	Annual Aggregate

Property Damage:

$ 1,000,000	Each Occurrence
$ 1,000,000	Annual Aggregate
or a combined single limit of	$ 1,000,000

(2) Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with employee exclusion deleted
$ 1,000,000 Annual Aggregate

5.3.7. Comprehensive Automobile Liability:
Bodily Injury:
$ 500,000 Each Person
$ 1,000,000 Each Occurrence

Property Damage:
$ 500,000 Each Occurrence
or a combined single limit of $ 1,000,000

Add new paragraphs immediately after paragraph 5.3.7 of the General Conditions which are to read as follows:

5.3.8. Umbrella Excess Liability Insurance:

(1) $ 1,000,000 Each Occurrence
$ 1,000,000 Annual Aggregate

(2) The umbrella coverage shall be Following-Form being no more restrictive than coverage required for the underlying policies.

5.3.9. The comprehensive general liability insurance and umbrella insurance required under paragraph 5.3 and SC-5.3, and the contractual liability insurance required under SC-5.4, of the General Conditions shall include Owner and Engineer as additional insureds.

5.3.10 Prior to beginning work, Contractor shall provide Owner and Engineer with its Certificates of Insurance and endorsements naming Owner and Engineer as additional insureds in accordance with the requirements of the Contract Documents.

CONTRACTUAL LIABILITY INSURANCE:

SC-5.4.

The Contractual Liability Insurance required by paragraphs 5.4 of the General Conditions shall provide coverage for not less than the following amounts:

5.4.1. Bodily Injury:
$ 1,000,000 Each Occurrence
5.4.2. Property Damage:
$ 1,000,000 Each Occurrence
$ 3,000,000 Annual Aggregate

OWNER'S LIABILITY INSURANCE:

SC-5.5.

Delete paragraph 5.5 of the General Conditions in its entirety.

PROPERTY INSURANCE:

SC-5.6.

Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain on Projects with above ground structures, property insurance upon the Work at the site to the full insurable value thereof (subject to deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with this paragraph 5.6 shall comply with the requirements of SC-5.8 and SC-5.9.

5.6.1. For all other Projects and portions of Projects not classified as above ground structures, Contractor shall add to the property insurance and/or maintain an Installation Floater with aggregate coverage of the total value of the Work.

5.6.2. When the Work includes the handling and installation of Owner furnished equipment, Contractor shall add to Property insurance or Installation Floater the amount of $ N/A which is the total value of the Owner furnished items.

SC-5.7.

Delete paragraph 5.7 of the General Conditions in its entirety and insert the following in its place:

5.7. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by these Supplementary Conditions or Laws and Regulations which shall include the interests of Owner, Contractor, Subcontractors and Engineer in the Work, all of whom shall be listed as insured or additional insured parties.

5.7.1. Boiler and Machinery Policy Required. (None required by Owner this Project)

5.7.2. Additional Property Insurance Required. (None required by Owner this Project)

SC-5.8.

Delete paragraph 5.8 of the General Conditions in its entirety and insert the following in its place:

5.8. All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor in accordance with paragraphs 5.3 through 5.10 shall contain the following provision or endorsements:

5.8.1. The Owner shall be the trustee of all monies received as an insured loss and shall be so named.

5.8.2. That the coverage afforded will not be cancelled or materially changed or renewal refused until at least ten days' prior written notice of cancellation for nonpayment of premium, and thirty days prior written notice for other cancellations or material changes have been given to Owner and Engineer by certified mail and shall contain waiver provisions in accordance with paragraph 5.11.2.

SC-5.9.

Delete paragraph 5.9 of the General Conditions in its entirety and insert the following in its place:

5.9. The maximum deductible amount for the insurance provided in response to paragraphs SC-5.6 and SC-5.7 shall be $ 5,000.00 . The risk of loss within the deductible amount shall be borne by

Contractor, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

SC-5.10.

Delete paragraph 5.10 of the General Conditions in its entirety.

ACCEPTANCE OF INSURANCE:

SC-5.14.

Delete paragraph 5.14 of the General Conditions in its entirety and insert the following in its place:

5.14. Owner shall review the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor after delivery of insurance certificates to Owner in accordance with paragraph 2.7 of the General Conditions. Contractor shall furnish to the Owner such additional information in respect of insurance provided by Contractor as the Owner may reasonably request.

5.14.1. Review of Insurance Policies or Insurance Certificates by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

5.14.2. In case of the breach by Contractor of any insurance provision stated in the Contract Documents, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and Owner may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

5.14.3. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall contain the name of the Project.

CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

SC-6.8.3.

Add the following paragraph to the General Conditions:

6.8.3. If the Bid Form or Specifications require (or if requested by Owner prior to the Notice of Award) the apparent Successful Bidder and any other Bidder so requested, shall submit a list of all Subcontractors, Suppliers and other persons or organizations (including those who are to furnish the principal items of material and equipment) in accordance with requirements of paragraph 10. of the Instructions to Bidders and Article 6.8.2. of the General Conditions.

SC-6.9.

Add the following language at the end of paragraph 6.9 of the General Conditions:

Owner or Engineer may furnish to any such Subcontractor, Supplier or other person or organization, to the extent practicable, evidence of amounts paid to Contractor in accordance with Contractor's Applications for Payment.

SC-6.13

When the Owner is a public agency, add the following at the end of paragraph 6.13 of the General Conditions:

Contractor shall obtain and pay for the following permits:

1. Any other permits as applicable.

INDEMNIFICATION

SC-6.30

Delete paragraph 6.30 of the General Conditions in its entirety and insert the following in its place:

Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers, and employees for liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

SC-6.31

Delete paragraph 6.31 of the General Conditions in its entirety.

PROJECT REPRESENTATION:

SC-9.3.1.

Add the following paragraph to the General Conditions:

9.3.1. If the Engineer furnishes a Resident Project Representative as per Article 9.3. of the General Conditions, the duties, etc. of the representative shall be as provided in the LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE as included in the Project Manual. If Owner designates another agent to represent Owner at the site who is not Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other agent will be as presented at the Preconstruction Conference.

REJECTING DEFECTIVE WORK

SC-9.6

Add the following after the last sentence of General Condition 9.6:

ENGINEER will also have authority to disapprove or reject Work which ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

UNIT PRICE WORK

SC-11.9.3.

Delete paragraph 11.9.3 of the General Conditions in its entirety and substitute the following in its place:

11.9.3. Contractor may not make a claim for additional expenses incurred as a result of a difference between final quantity of any item(s) of Unit Price Work and the estimated quantity of such items(s) in the Contract Documents, unless specifically allowed in the Bid Form. Any adjustments specifically allowed shall be made in accordance with directions in the Bid Form.

WARRANTY AND GUARANTEE:

SC-13.1.

Change the second sentence of paragraph 13.1 of the General Conditions to read as follows:

Prompt notice of all observed defects shall be given to the Contractor.

TESTS AND INSPECTIONS:

SC-13.3.

Delete paragraph 13.3 of the General Conditions in its entirety and insert the following in its place:

Contractor shall give twenty-four hour notice to Engineer for all required inspections, tests or approvals, except as otherwise provided.

ONE YEAR COLLECTION PERIOD

SC-13.12

Add the following after the last sentence of General Condition 13.12:

Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

FINAL PAYMENT AND ACCEPTANCE

SC-14.13

Replace the last sentence of General Condition 14.13 with the following:

Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

TERMINATION OFAGREEENT

SC-15.4

Remove General Condition 15.4 in its entirety and replace with the following:

The Owner may terminate this contract for convenience upon providing Contractor fourteen (14) days written notice of the same. If this Contract is terminated as provided herein, the Contractor shall be paid for all completed and acceptable work executed and allowable expenses incurred prior to the date of termination. Payment shall include services actually performed in full prior to termination date, but shall exclude all lost profits, direct, indirect, consequential, special damages, or other damages for the remainder of the project.

If a court of competent jurisdiction finds that the Owner wrongfully terminated this Contract, then in such event, this Contract shall be deemed terminated for convenience as provided for in this paragraph, and the Contractor shall not be entitled to damages or loss of profits, but may be entitled to all items as authorized herein.

SC-16.

Delete Article 16-ARBITRATION of the General Conditions in its entirety.

MISCELLANEOUS PROVISIONS

SC-18

Add Article 18 as follows:

SC-18.1

Controlling Law and Venue.

This Contract is to be governed by the laws of the State of Florida. The venue for any and all legal action necessary to enforce the Contract Documents will be in Palm Beach County, Florida.

SC-18.2

Headings.

Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SC-18.3

Inspector General.

In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SC-18.4

Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

SC-18.5

Waiver.

Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SC-18.6

Jury Trial.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

SC-18.7

Independent Contractor.

The Contractor is, and shall be, in the performance of all services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the Owner. All persons engaged in any of the services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services.

SC-18.8

Access and Audits.

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SC-18.9

Time.

Time is of the essence in all respects under the Contract Documents.

SC-18.10

Preparation. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SC-18.11

Representation and Binding Authority.

Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

NO DAMAGES FOR DELAY

SC-19

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable or unavoidable. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided herein.

PART 2 - ADDITIONAL SUPPLEMENTARY CONDITIONS

1. ATTACHMENTS:

The following forms included in the Project Manual shall be used by Contractor for submittals required by the Contract Documents (unless Owner accepts other form):

a. Construction Performance Bond (00610).

b. Construction Payment Bond (00620).
c. Notice of Compliance with Chapter 556, Florida Statutes (00630).

d. Contractor's Affidavit to Owner (00670).

e. Form of Application for Payment (00680).

f. This space left blank intentionally.

2. DESIGN PROFESSIONALS REPRESENTING OWNER AND/OR ENGINEER AND DIVISION OF RESPONSIBILITIES

a. Various Design Professionals (i.e. Civil, Structural, Mechanical, Electrical, Groundwater Hydrology, Environmental, Landscape Architect, Architect, etc.) as consultants to Owner and/or Engineer, prepared or assisted in the preparation of Drawings and Specifications for the Project. The Owner and/or Engineer may have the various Design Professionals provide services during construction phase of the Project. The Design Professionals will be representatives of the Owner and/or Engineer. Visits to the site by the Design Professionals will be on the basis of General Conditions Paragraph 9.2, VISITS TO SITE. Also General Conditions Paragraphs 9.13 through 9.16, LIMITATIONS ON ENGINEER'S RESPONSIBILITIES includes the various Design Professionals for this Project.

b. Communication to and from the various Design Professionals will be coordinated through the Engineer.

END OF SECTION

00820
SPECIAL CONDITIONS

CITY OF LAKE WORTH PURCHASING DEPARTMENT REQUIREMENTS

SPC-1 APPROVAL OF ACCOUNTING SYSTEM

Except with respect to firm fixed-price contracts, no contract type shall be used unless the Purchasing Manager 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.

SPC-2 RIGHT TO INSPECT PLANT

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

SPC-3 RIGHT TO AUDIT RECORDS

1) Audit of Cost or Pricing Data: The City may, at reasonable times and places audit the books, documents, papers and records of any contractor who has submitted cost or pricing data to the extent that such books, documents, papers and records are pertinent to such cost or pricing data. Any person who receives a contract, change order or contract modifications for which cost or pricing data is required, shall maintain such books, documents, papers and records that pertinent to such costs or pricing data for three (3) years from the data of the final payment under the contract.

2) Contract Audit: The City shall be entitled to audit the books, documents, papers and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers and records are pertinent to the performance of such contract or subcontract. Such books, documents, papers and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the subcontractor for a period of three (3) years from the date of final payment under the subcontract.

3) Contractor Records: If a contract is being funded in whole or in part by assistance from a federal agency, then the contract shall include provisions:

   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

B) Requiring the contractor and subcontractor at any tier to provide to the City, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives access to such books, documents, papers and records for the purposes of examining. Auditing and copying them.

SPC-4 LOCAL VENDOR PREFERENCE

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than $15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the *evaluated local vendor price* to be less than the actual low-bid price, but the actual bid price of the local vendor is more than $15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

The determination as to whether a bidder or proposer is a local or non-local business shall be made by the Purchasing Division, after confirming the vendor has a valid business tax receipt and certificate of occupancy, as reflected within the Business Master File of the city's ERP system. The bidder or proposer does not have to be a current vendor to the City (City as a customer) at the time of bidding/proposing, but must have been issued a business tax receipt applicable to the goods/services/ construction being requested, PRIOR to the due date/time for bids/proposals. Prior to making an award through the application of the local vendor preference, city staff may require a bidder or proposer to provide additional information at any time prior to the award.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section.

Non-LOCAL business means a bidder or proposer which is not a LOCAL business as defined herein.

Permanent place of business means headquarters which are located within the city limits or a permanent office or other site located within the city limits from which a bidder or proposer will produce a substantial portion of the goods or perform a substantial portion of the services to be purchased. A post office box or location at a postal service center shall not constitute a permanent place of business.

SPC-5 CONTRACTOR'S START OF WORK & CHANGE OF SCOPE

1) The Contractor shall not perform work without a Purchase Order.

2) The Contractor shall not work out of scope without a signed, issued change order to the purchase order, authorizing the additional work and any change to the period of performance (Construction Contract Time).

SPC-6 APPROPRIATION OF FUNDS

This project is subject to approval and appropriation of funds by the City of Lake Worth Commission.

SPC-7 BUILDING PERMIT FEE

A building permit fee equal to 3-percent of the accepted bid shall be included in the project costs. See Supplemental Conditions paragraph SC-6.13 for further details.

SPC-8 APPRENTICESHIP PROGRAM REQUIREMENTS

A. It is the policy of the City that contractors shall be required to comply with the Apprenticeship Program of the City as follows:

(1) On City-funded construction projects which exceed One Hundred Thousand Dollars ($100,000.00), twenty percent (20%) of laborers working specialties for which there are apprentice programs registered with the City shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship programs which are located in the City, and, if such percentage of apprentices of such programs are not located in the City, then such programs may be located in Palm Beach County.

(2) A City registered apprenticeship program is one which has registered with the City and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in the City or Palm Beach County.

(3) Unless the apprenticeship requirement is waived by the City, the failure of a Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.

(4) The apprentice requirement may be waived or modified by the City's Office of Management and Budget Manager, with approval by the City Manager, and appeal to the City Commission.

(a). Upon request of the Contractor, if the Contractor demonstrates that the required apprentices are not available despite a food faith effort on the Contractor's part; or

(b) Upon request of the Contractor, if the Contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the Contractor commits to utilizing a specific percentage of apprentices who are available; or

(c) If the City determines it is in the best interests of the City to waive such requirements based on potential savings of money and time or grant requirements.

(5) The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirement may result in the Contractor being found in breach of the contract and subject to possible monetary sanctions.

00840
LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the Contractor. RPR may only be part time on site, and CONTRACTOR shall coordinate with RPR as required in the Contract Documents.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. GENERAL

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. DUTIES AND RESPONSIBILITIES OF RPR

1. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

2. CONFERENCES AND MEETINGS: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. LIAISON:

   a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

   b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

4. SHOP DRAWINGS AND SAMPLES:

   a. Record date of receipt of Shop Drawings and samples.

   b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:

a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

8. RECORDS:

a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. REPORTS:

a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.

d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.

10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to

ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. COMPLETION:

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.

7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

00860
LIST OF DRAWINGS

The Drawings which form a part of the Contract Documents and show the Work to be performed are as follows:

Drawing Title	Drawing Number	No. of Sheets	Dated
Seminole Manor Forcemain Modifications	44-43-42-01	3	June 2014

SPECIFICATIONS
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SECTION 01000

GENERAL REQUIREMENTS

1.0 PROJECT LOCATION

A. At Lantana Road and Seminole Drive.

2.0 SCOPE OF WORK

A. The Work to be performed by the Contractor includes permitting, inspecting, furnishing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to modify, construct, complete, deliver and place in operation the subject Project as shown on the Drawings and/or as herein described as specified. All Work to be in accordance with the Contract Documents.

3.0 REFERENCE POINTS

A. Horizontal and vertical control have been provided in the Drawings. All construction staking to be provided by the Contractor.

4.0 GRADES, DIMENSIONS, AND ELEVATIONS

A. Written dimensions have preference over scaled dimensions. All elevations are based on the 1929 National Geodetic Vertical Datum (N.G.V.D.).

5.0 EXISTING STRUCTURES AND UTILITIES

A. All known utilities have been shown on the Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake or otherwise mark or protect their facilities. The Contractor must provide facilities and be responsible for the protection of all structures, buildings and utilities, underground, on the surface, or above ground against trenching, dewatering, or any other activity connected with the Work throughout the entire Contract Time. If a utility is not shown or shown improperly and a conflict arises with the Work in this Contract, Contractor will be justified an increase in Contract Price and/or Contract Time for any changes required in the Work or for required utility relocation, and Contractor may make a claim therefore as provided in Article 11 and/or Article 12 of the General Conditions.

B. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility.

C. Should the Work require repairs, changes or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

D. Contractor is responsible for verifying all vertical and horizontal locations of all existing utilities and structures, whether shown on the drawings or not, to verify any potential conflicts prior to ordering any materials.

6.0 QUALITY CONTROL

A. Testing Laboratory Services:

All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory, will be at the Owner's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that fail to meet the Project requirements are to be paid by the Contractor. Contractor shall be responsible for scheduling test lab visits in a manner to limit costs of stand-by time and non-tests assessed because of minimum per visit charges. Such excessive costs will be paid by Contractor.

B. Field Observations:

Provide twenty-four (24) hour notification to the Engineer for all specified field observations, unless otherwise noted.

7.0 MOBILIZATION

A. Consists of the preparatory Work and operations in mobilizing for beginning Work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the Project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations.

The costs of bonds, insurance and any other pre-construction expenses necessary for the start of the Work, excluding the cost of construction materials, is to be included in Mobilization.

B. When the Bid Form includes a separate pay item for Mobilization, partial payments will be made in accordance with the following:

Percent of Contract Price Less Mobilization Earned	Allowable Percent of the Lump Sum Price of Mobilization
5	25
10	50
25	75
50	100

The standard retainage will be applied to these payments. Previous payments for Mobilization and unpaid amounts on Allowances will not be considered in calculating the percent of the Contract Price earned. Payments will be made in stepped increments as shown and will not be interpolated between steps.

C. When the Bid Form does not include a separate item for Mobilization, all Work and incidental costs specified as being covered under Mobilization is to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made therefor.

8.0 MAINTENANCE OF TRAFFIC

A. In the Contractor's use of streets and highways for the Work to be done under these Specifications, conform to all Municipal, County, State and Federal laws and regulations as applicable. Provide, erect and maintain effective barricades, warning lights, and signs on all intercepted streets or highways for protection of the Work and safety of the public. All barricades or obstructions which encroach on or are adjacent to the public rights of way should be provided with lights which are illuminated at all times between sunset and sunrise.

B. Contractor shall schedule Work to cause minimum disturbance of normal pedestrian and vehicular traffic and be responsible for providing suitable means of access to all public and private properties during all stages of the construction. Other than for an emergency safety condition, the Contractor must contact the Owner and Engineer for approval prior to completely blocking off any street to vehicular traffic during construction. Contractor shall provide written notification to emergency, police, fire and other appropriate agencies at least 24 hours in advance of new work or changed work.

C. Maintain traffic in accordance with Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2007 Edition, except as follows:

1. Contractor is responsible for preparing a Maintenance of Traffic plan. Submit plan for Owner or roadway authority (City, County, D.O.T.) review.

   The Maintenance of Traffic plan must be prepared by a person who is certified by an FDOT certified school or an engineer licensed in the State of Florida.

2. When the Bid Form does not include a separate item for Maintenance of Traffic, the costs are to be included for payment under the several scheduled items on the Bid Form, and no separate payment will be made.

9.0 PLACING EQUIPMENT INTO SERVICE

A. Do not operate or place into service or energize, electrical and mechanical equipment until approved by the Owner and Engineer. Such approval may be granted only after all interested parties have been duly notified, have given approval for placing the equipment into service, and all interested parties are present or waived their right to be present. Contractor shall provide, in writing, seventy-two (72) hour notification for all item and equipment start-ups.

10.0 SALVAGEABLE MATERIAL

A. All salvageable material and/or equipment removed as a part of the Work for which specific use, relocation or other disposal is not specifically noted on the Drawings or otherwise specified, must be disposed of by the Contractor. All material and/or equipment not in salvageable condition as determined by the Engineer, must be disposed of by the Contractor. The actual storage site for salvageable material will be designated by the Owner.

11.0 BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER

A. Boring Logs, other reports and Drawings utilized by Engineer, if attached at the end of these Specifications, are provided for Contractor's information in accordance with paragraph 4. of the Instructions to Bidders and are not a part of the Contract Documents. There is no technical data in the Boring Logs, other reports or Drawings that should be relied on by the Contractor. There also were no other reports or drawings utilized by Engineer in preparation of the Contract Documents that contained data that could be relied on by the Contractor.

12.0 DISPOSAL OF EXCAVATED MATERIALS AND DEBRIS

A. All excess excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

13.0 TEMPORARY CONTROLS AND FACILITIES

A. The Contractor is responsible for compliance with all NPDES regulations including submitting a Pollution Prevention Plan, submitting a Notice of Intent, conducting maintenance and inspection of controls, erosion and sediment controls and submitting a Notice of Termination.

B. As part of the Work, the Contractor shall be responsible for applying for, obtaining and complying with all required dewatering permits. Contractor shall notify South Florida Water Management District (SFWMD) prior to all dewatering activities. All dewatering shall meet SFWMD requirements.

C. Contractor shall install all turbidity control devices required by SFWMD, if necessary. Contractor shall notify SFWMD for inspection of turbidity control devices prior to any construction activities.

14.0 CONSTRUCTION SCHEDULE MEETINGS

A. Contractor shall submit a construction schedule in accordance with the General Conditions. Contractor's Project Manager and a representative of subcontractors performing work at the time of the meeting shall attend a coordination/progress meeting a minimum of once a month, as designated by the Owner, at the Owner's office during the progress of the Work. Contractor shall submit an updated construction schedule to the Engineer at each coordination/progress meeting.

15.0 MISCELLANEOUS

A. Prior to final payment, Contractor shall ensure that all fuel tanks, etc. are full.

B. All bolts, nuts, washers, etc. and miscellaneous hardware shall be 316 stainless steel, unless otherwise indicated.

16.0 CONTRACTOR'S SUBMITTALS

A. Contractor shall be required to submit, with a letter of transmittal to the Engineer, a minimum of ten (10) copies of each checked and approved shop drawing, mix report, laboratory results, etc., where required in the specifications, Drawings or as appropriate, in lieu of the five (5) copies specified in Article 6 of the General Conditions or as specified elsewhere in these Specifications. Of the ten copies submitted, two copies will be returned to the Contractor for the Contractor's use. If the Contractor requires any additional approved copies, the Contractor shall submit additional copies at the time of initial submission. Allow a minimum of two weeks from date of receipt for review by the Engineer. Review of shop drawings will be general and will not relieve the Contractor from any responsibility.

B. Contractor shall be required to submit, with a letter of transmittal to the Engineer, for review and approval, eight (8) hard copies and eight (8) copies in CD format of each Operation and Maintenance Manual for all equipment, regardless of the number of submittals specified elsewhere in these Specifications.

17.0 CONSTRUCTION SEQUENCE

A. In addition to requirements of the Specifications and Drawings, the Contractor shall submit Construction Schedule and Project Phasing and Temporary Facilities Plan to Engineer which will include coordination of the various elements of the Work.

18.0 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

A. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners, ¼ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the Contractor and shall be performed under the supervision of a Florida Professional Surveyor and Mapper. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the ENGINEER.

19.0 GENERAL ALLOWANCE

A. General Allowance: The work to be paid under this item may cover unforeseen and unanticipated costs associated with the work. Use of the General Allowance requires written authorization by the Owner prior to performing any work under this item. Any unused portion of the General Allowance will be credited to the Owner at the time of final payment.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances or any credit due for unused allowance balances, and the Contract Price shall be correspondingly adjusted.

20.0 ORDER OF PRECEDENCE

A. The Order of Precedence shall follow the order as set forth in Article 8 Contract Documents, page 00500-4 of the Agreement.

B. In the case of a discrepancy between any of the Contract Documents, the most restrictive requirement shall govern unless otherwise determined by the Engineer.

C. In the event that a conflict cannot be resolved by the methods listed in paragraph A or B above, the Engineer shall review the dispute and issue a clarification to resolve the issue. The Engineer's decision shall be binding on all parties. In general the Engineer will consider the overall intent of the project as presented in the contract documents, and render a decision consistent with the overall project objectives.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method.

1.02 AUTHORITY

A. Measurement methods delineated in the individual Specification sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual Specification section will govern.

B. The Engineer will take all measurements and compute quantities unless noted otherwise herein.

C. Contractor to assist Engineer by providing necessary equipment, workers, and survey personnel as required.

1.03 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in the Bid Form are for bidding and Contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer will determine payment. Waste will not be included in the measurements or quantities.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the Contract Unit Price.

1.04 VOLUME MEASUREMENT

A. Measured by cubic dimension using mean length, width, and height or thickness.

B. For excavation of lakes, canals, ditches, etc., material will be measured in its original position by a Professional Land Surveyor who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Quantities will be based on before and after cross sections determined by the Surveyor. Payment will not be made for excavation beyond the lines shown on the Drawings.

1.05 AREA MEASUREMENT

A. Measured by square dimension using mean length and width or radius.

1.06 LINEAR MEASUREMENT

A. Measured by linear dimension, at the item centerline or mean chord.

B. For pipelines, the length will be measured from center of structure or fitting to center of structure or fitting.

1.07 PAYMENT

A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

C. Payment for lump sum items will be made on the basis of percentage complete as approved by the Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. On site maintenance of Record Documents.

B. Required record information.

1.02 MAINTENANCE

A. Maintain on site, one set of the following Record Documents; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Shop Drawings, product data, and samples.

B. Store Record Documents separate from documents used for construction.

C. Record information concurrent with construction progress.

D. In the interest of timely detection of non-conforming Work, all Record Drawing information must be furnished to the Engineer prior to submitting for payment of that particular item. No progress payment application requests will be approved by the Engineer without satisfactory record drawings for that particular items(s).

E. Under no circumstances will roadway paving Work be allowed to start until the Engineer has reviewed the Record Drawing information for Work constructed within the roadway area that will be paved.

F. All Record Drawing information such as elevations, distances, location of underground utilities, lake cross-sections, and road cross-sections must be obtained by a Professional Surveyor and Mapper, who is licensed in the State of Florida. The Surveyor will be retained by the Contractor. Information must be signed and sealed.

G. Record Documents must be available to Engineer for examination at any time during the progress of the Work.

H. Submit completed Record Documents upon completion of the Work and prior to application for final payment.

I. Show record information in bold or boxed out to stand out from rest of Drawing.

J. Record actual revision dates of the Work.

1.03 REQUIRED RECORD DRAWING INFORMATION

A. All elevations and horizontal locations shown on the Drawings must be verified. Verification or deviation must be clearly indicated on the Drawings.

B. Drainage

1. Flow line elevation of pipe at headwalls, outfalls and structures.

2. Top elevation of headwalls, structures, and concrete caps.
3. Drainage Control Structures, Baffles, and Weirs. Obtain horizontal dimensions and vertical elevations.
4. Horizontal locations of headwalls, structures, and concrete caps.
5. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.

C. Lakes, Canals, and Pump Station Intake Channels

1. Cross section at each design cross section shown on the Drawings and at a minimum 100 foot intervals. Obtain elevations at all grade breaks and across bottom from 20 foot beyond top of bank (each side).
2. Determine side slopes.
3. Locate top of bank and the edge of water at the control elevation and plot location on a drawing at the same scale as the construction drawings.

D. Roadways

1. Cross-section elevations at the profile grade line (centerline or edge of median) and at the edge of pavement at the following frequencies:
   a. Major Roads (collector or higher): At high and low points of the profile grade and at even 100 foot stations in-between.
   b. Local Roads: At high and low points of the profile grade.
2. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
3. Spot elevations in parking lots and access roads.

E. Wastewater

1. Invert elevations in manholes and at end of stubouts.
2. Distance between manholes.
3. Top of manhole elevations.
4. Location of manholes, based on stationing system on Drawings.
5. Calculate slope of gravity mains.
6. Locate end of stubouts and services by stationing and offsetting from the gravity main and downstream manholes.
7. Length of stubouts.
8. Elevations of the top slab, wet well invert, influent pipe inverts, and driveway for lift stations.
9. Details of any design changes.
10. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
11. Top of force main elevations and finished grade at 100 foot intervals and at high and low points.
12. Locate force main fittings, valves, air release structures, etc. by stationing and offsetting from gravity wastewater manholes. If manholes are not located nearby, use reference points shown on the Drawings.
13. Elevation and clearances when wastewater mains cross either water mains or drainage pipe.
14. Changes in pipe material.
15. Bottom of wastewater service pipe elevation and top of drainage pipe elevation at all crossings.
16. Top of wastewater service pipe elevation and bottom of watermain elevation at all crossings.
17. Lift station electrical controls and FPL service to control panel.

F. Water

1. Top of pipe elevations at 100 foot intervals.
2. Distance from the reference points shown on the Drawings.
3. Horizontal location at 100 foot intervals.

4. Location of water services, valves, fittings, hydrants, blowoff points, etc. by stationing and offsetting from wastewater manholes. If wastewater manholes are not located nearby, use reference points shown on the Drawings.
5. Details of any design changes.
6. Location of utilities and miscellaneous structures encountered which are different from or not shown on the Drawings.
7. Elevations and clearances when water mains cross either wastewater or drainage pipe.
8. Changes in pipe material.

G. Conduit Sleeves

1. Horizontal location and size of conduit.

H. Structural

1. Obtain horizontal and vertical locations and elevations for all structural components, including but not limited to, intake structure including piles and cap, slabs, building and building features, grating, trash rack, etc.

I. General Site

1. Spot elevations shall be taken at a reasonable grid interval for finished grade verification. Obtain spot elevations at all grade or contours (as shown on the Drawings), grade breaks, property lines, and limits of construction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONTRACTOR'S SURVEYOR RESPONSIBILITIES

A. Engineer will provide the Contractor with electronic files of the construction drawings at the pre-construction conference. One copy of the electronic files will be provided on CD/DVD media in AutoDesk Civil 3D 2014 format. No warranty of the usability of the electronic files provided is expressed or implied. The cost of any required conversion or duplication of the electronic files from the format specified herein shall be the responsibility of the Contractor.

B. The Owner and Engineer will advise the Contractor at the pre-construction conference of the acceptable method and file format by which the interim and final Record Drawing information will be provided to the Owner and/or Engineer.

C. Record Drawing information shall be prepared electronically. The Record Drawing information shall be placed on a separate layer so that it is isolated from all other layers in the drawing file. This layer must be prepared in such a manner that it can be exported as a separate AutoCad file and subsequently inserted into an AutoCad drawing containing the approved design information. The AutoCad file shall be accompanied by an Adobe Acrobat portable document format (.pdf) file of the Record Drawings.

D. Place information in the Drawings in a manner that indicates which elevations and dimensions have been checked. This is to be done by crossing through the design elevation or dimension and placing the Record information next to it. If an elevation or dimension has not changed, the same procedures should be followed to confirm that it has been checked. Add new information in a manner to indicate that it is Record information and not design information.

E. Each Record Drawing sheet must include the surveyor's name, company, address, license number, and date of field survey.

F. Signed and sealed Record Drawings shall be submitted with all pay applications and at the conclusion of the Project.

3.02 CONTRACTOR RESPONSIBILITIES

A. Record document information not required to be obtained by a Professional Surveyor and Mapper must be obtained by the Contractor.

B. Mark Record information on one clean set of prints of the Contract Documents.

C. Each Drawing must be stamped indicating that the information has been reviewed by the Contractor.

D. Contractor's Surveyor will transfer Contractor supplied information to the record drawing.

END OF SECTION

SECTION 02108

VIDEO-TAPING OF EXISTING CONDITIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Video-recording the pre-construction conditions of the surface features within the construction conditions.

1.02 SUBMITTALS

A. Pre Construction: Submit two completed DVD media that is playable on standard DVD players to Engineer at least seven calendar days prior to commencing construction and delivery of any materials and/or equipment.

B. Post Construction: Submit two completed DVD media that is playable on standard DVD players to Engineer for review prior to substantial completion.

1.03 QUALITY ASSURANCE

A. Video-recording must be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction video documentation.

B. A Contractor walk through with a handheld camera will not comply with these specifications.

PART 2 PRODUCTS

2.01 MATERIALS

A. DVD Media: Standard name-brand high quality write-once media. New, not previously used.

PART 3 EXECUTION

3.01 PRE CONSTRUCTION VIDEO-RECORDING

A. Video-recording shall be performed and submitted at least seven calendar days prior to the commencement of construction and delivery of any materials and/or equipment. Upon review by the Engineer, and prior to commencement of construction and delivery of any materials and/or equipment, additional video-recording of any portions of the construction areas that are not adequately documented on the initial video-tapes may be required.

B. Video-record the pre-construction conditions of the surface features within the construction area.

C. The video-record will serve as a record of the pre-construction conditions for disputes arising from restoration, and should, therefore, be taken within the construction area in sufficient detail as necessary to clearly depict pre-construction conditions.

D. Indicate the date and time (hour, minutes and seconds) on which the video-records were recorded.

E. Video-records shall record video with simultaneous audio to assist viewer orientation with any needed identification, differentiation, clarification, or objective description of the features being shown with audio recording of commentary by the camera operator. The audio recording shall be free of any conversations between the camera operator and other production technicians.

F. Camera Height and Stability: Do not exceed 10 feet vertical distance between camera lens and the ground when conventional wheeled vehicles are used as conveyances for the recording system.

G. Camera Control: Control camera pan, tilt, zoom-in and zoom-out rates such that recorded objects will be clearly viewed during video tape playback. Control or adjust camera and recording system controls such as lens focus, aperture, light, and white balance to maximize picture quality.

H. Viewer Orientation Techniques: Use existing landmarks including but not limited to, all visible house and business addresses, to maintain viewer orientation.

I. Video Record Log: Provide a written log of each video record's contents including but not limited to, the names of the streets or easements, coverage beginning and ending, directions of coverage, and the date upon which the recording was made.

J. All video-records and DVD's become the property of the Owner.

3.02 POST CONSTRUCTION VIDEO RECORDING

A. Video-record the post-construction conditions.

END OF SECTION

SECTION 02220

EXCAVATING, BACKFILLING, AND COMPACTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavation for structures, pipelines, lakes, canals, ditches, etc.

B. Backfilling of structures and pipelines.

C. Dewatering.

D. Compacting.

E. Abandonment using Flowable Fill

1.02 REFERENCES

A. ASTM C136-84 - Sieve Analysis of Fine and Coarse Aggregates.

B. ASTM D2922-81 - Density of Soil-Aggregate in Place by Nuclear Methods.

C. AASHTO T-180/ASTM D1557-78 - Moisture Density Relations of Soils and Soil Aggregate Mixtures, Using 10 lb. Hammer and an 18 inch Drop.

D. AASHTO T-99/ASTM D2168,5.5-5.7, Moisture Density Relations of Soils using a 5.5 lb. Hammer and 12-inch drop, Method C Modified.

1.03 REGULATORY REQUIREMENTS

A. Contractor is responsible for the provisions of the Occupational Safety and Health Administration's excavation safety standards, 29 C.F.R.s. 1926.650 Subpart P, which requires excavations exceeding five (5) feet in depth to be shored or sloped to the angle of repose.

1.04 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

A. Contractor shall provide for and be responsible for the prevention, control, and abatement of erosion and water pollution until completion of the Project.

B. Contractor shall provide all temporary erosion control features necessary to prevent, control, and abate erosion and water pollution.

C. Contractor shall comply with the water quality standards of the State of Florida. The Contractor is cautioned that during the execution of the Work, creation of turbidity in excess of 29 Nephelometric Turbidity Units (NTU's) above the natural background level and/or directly or indirectly affecting the water quality in the waters of the State in such a manner as to exceed the limitations on the concentration of various constituents for such water as prescribed in Chapter 62-302 of the Florida Administrative Code, is a violation of the water quality standards of the State of Florida.

PART 2 PRODUCTS

2.01 BACKFILL MATERIAL

A. Backfill with an approved material, free from large clods, rocks larger than 1 inch, organic material or other extraneous material.

PART 3 EXECUTION

3.01 PREPARATION

A. Identify required lines, levels, contours and datum.

B. Identify known below and above grade utilities. Stake and flag locations.

C. Maintain and protect existing utilities remaining which pass through Work area.

D. Verify stockpiled fill is approved.

3.02 EXCAVATION

A. Perform the excavation of all substance(s) encountered for construction as shown on the Drawings and/or as specified herein, or as approved by the Engineer by hand dredge methods only. Contractor shall dispose of all substances encountered at an appropriate legal site.

B. When a masonry or concrete structure rests on an excavated surface other than rock, special care must be taken to avoid disturbing the bottom of the excavation. Final removal of the existing material to foundation grade is not to be started until just before the masonry or concrete foundation is to be placed.

C. Excavate pipe trenches to a depth as shown on the Drawings. If over-excavation occurs, place a layer of fine crushed rock or compacted coarse sand to secure a firm foundation for the lower one-third of the pipe.

D. The maximum width of the trench at the top of the pipe must not be greater than 2 feet more than the nominal diameter of the pipe, unless otherwise specified. If this maximum is exceeded, it will be the Contractor's responsibility to provide adequate support (concrete cradle or crushed rock and compacted coarse sand) at the location of the trench width over excavated.

E. Keep pipe laying operations as close to the excavation as practical during the execution of the Work.

F. If rock is encountered at the foundation grade of a masonry or concrete structure, excavate the rock in such a manner as to allow the solid rock to be exposed. Prepare in horizontal beds for receiving the masonry or concrete. Remove all loose and disintegrated rock or thin strata. Cut back roots to 12 inches below the foundation grade.

G. If rock is encountered at the grade line of a pipe line, remove the rock so that at no place will it be closer than 6 inches to the finished pipe line. After the excavation is completed, place and tamp a bed of selected backfill (coarse sand and fine crushed rock) to at least 6 inches deep. Cut back roots to 12 inches below pipe grade.

H. Remove any water accumulated in the pipe trench and/or structure excavation and keep the excavation de-watered until the bedding is complete. Accomplish in a manner so as to not create any nuisance to adjacent property or public thoroughfare. Do not use the pipeline being installed as a drain for such water. Meet all laws, codes, ordinances, and government regulations when de-watering.

I. Provide all bracing, sheeting, and shoring necessary to perform and protect all excavations, as required for safety, or in accordance with governing laws. Remove all sheeting during backfilling operations except as otherwise noted herein or approved by the Engineer. Remove bracing, sheeting, and shoring in such a manner as not to disturb the completed Work.

   Whenever bracing or shoring is driven to a depth below the top of pipe elevation, that portion of the sheeting below the top of the pipe must not be disturbed or removed. Whenever bracing or

sheeting is driven for protection of trench walls in a water-bearing soil, no portion of such sheeting is to be removed below existing ground water table level unless otherwise approved by the Engineer.

J. Unsuitable Foundation - In case the soil conditions encountered at the grade line of the pipe trench or structure excavation are found to be unsuitable, the Engineer must be notified to review the character of the foundations prior to continuing the Work.

3.03 BACKFILLING

A. Backfilling of structure (manholes, pump stations, sidewalks, etc.) excavations and required fill under structure slabs are to be done in horizontal lifts not exceeding eight inches in depth (compacted thickness), and compacted to a density of not less than 95 percent of the maximum density determined by AASHTO T-180.

B. Place backfill material for pipe excavation evenly and carefully around and over pipe and under lower sections of pipe in 6-inch maximum lifts. Hand-tamp backfill around the pipe. Each lift is to be thoroughly and carefully rammed until one foot of cover exists over the pipe. The remainder of the backfill is to be placed in eight inch lifts (compacted thickness), moistened, and mechanically compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-99 Method C, unless otherwise noted. Water settling may be utilized at the option of the Contractor, however, the dewatering system must remain in service until all required density determinations are performed.

C. For structures and rigid pipelines where the backfill lies within a pavement subgrade, the backfill must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C.

D. For flexible pipe lines (i.e. PVC pipe or corrugated metal pipe) where the backfill lies within a pavement subgrade, the subgrade backfill to 6 inches above the top of the pipe must be compacted to a density not less than 100 percent of the maximum density determined by AASHTO T-99 Method C. The remaining backfill to grade is to be compacted to a density not less than 98 percent of the maximum density determined by AASHTO T-180.

E. Compact the upper one (1) foot of undisturbed subgrade or foundation grade disturbed during construction to a density not less than 98 percent of the maximum density as determined by AASHTO T-180.

3.04 PIPELINE ABANDONMENT OR TRENCH FILL USING FLOWABLE FILL AND EXCAVATABLE FILL

A. Pipelines where noted on the drawings to be grouted and abandoned in place shall be filled with excavatable flowable fill (grout) per Section 121, FDOT Standard Specifications for Road and Bridge Construction, Latest Edition.

B. Contractor shall locate his setups and weep points to assure that the pipe has been completely filled and furnish documentation to that effect in the form of logs, photographs, grout truck delivery tickets and such like.

3.05 TOLERANCES

A. Top Surface: Plus or minus 0.1 foot.

3.06 TESTING

A. Density tests for subgrade and backfill shall will be performed by an independent testing laboratory in accordance with Division 1: General Requirements. The Contractor is responsible for scheduling density tests and for the coordination of the testing with the testing laboratory and Engineer.

3.07 FIELD OBSERVATIONS

A. All structures, pipelines, pipeline joints, and other construction are subject to field observation by the Engineer and Owner prior to backfilling.

END OF SECTION

SECTION 02523

SIDEWALKS, DRIVEWAYS, AND CURBS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete sidewalks, driveways, curbs, and gutters.

1.02 RELATED SECTIONS

A. Section 02210 - Grading.

1.03 REFERENCES

A. AASHTO T 180/ASTM D1557-00 - Laboratory Compaction Characteristics of Soil Using Modified Effort.

B. ACI 347R-94 – Guide to Formwork for Concrete.

C. ASTM A185-97 - Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

D. ASTM A615-01 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

E. ASTM C33-01 - Concrete Aggregates.

F. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.

G. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

H. ASTM C94-00 - Ready-Mixed Concrete.

I. ASTM C143-00 - Slump of Hydraulic Cement Concrete.

J. ASTM C150-00 - Portland Cement.

K. ASTM C260-01 - Air-Entraining Admixtures for Concrete.

L. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.

M. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

N. ASTM D2922-01 - Density of Soil and Soil-Aggregate in Place by Nuclear Methods.

1.04 SUBMITTALS

A. Concrete mix design indicating the proportions of cement, coarse aggregate, fine aggregate, water, and admixtures. Mix design sheet must also indicate slump, design strength, and water-cement ratio.

PART 2 PRODUCTS

2.01 MATERIALS

A. Forms: Conform to ACI 347.

B. Reinforcing Steel: ASTM A615, Grade 60, new deformed billet steel.

C. Welded Steel Wire Fabric: Plain type, ASTM A185.

D. Expansion Joints: 1/2 inch thick preformed non-extruding joint filler meeting ASTM D1751.

E. Concrete: Cement (ASTM C150, Type I), aggregates (ASTM C33), and potable water mixed in accordance with ASTM C94. Minimum of 470 lbs. of cement per cubic yard of concrete. Water-cement ratio less than or equal to 0.55. Slump of 0-5 inches. 3000 psi minimum compressive strength at 28 days.

F. Air-Entraining admixture to be from two to six percent.

G. Curing Compound: ASTM C309, Type 1 or 1-D, Class A.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

A. Prepare subgrade in accordance with Section 02210.

B. Compacted density to be at least 98 percent of the maximum density determined by AASHTO T180.

C. Verify gradients and elevations of subgrade are correct.

D. Just prior to placing concrete, moisten subgrade and forms to provide a uniform dampened surface at the time concrete is placed.

3.02 CONCRETE PLACEMENT

A. Maintain concrete temperature at time of placement below 90 degrees Fahrenheit.

B. Deposit concrete on the subgrade in a manner which will minimize rehandling.

C. Do not disturb expansion joints.

D. Consolidate concrete against and along the faces of all forms, and along the full length on both sides of all joint assemblies.

3.03 JOINT CONSTRUCTION

A. Contraction Joints for Sidewalks and Driveways: Sidewalk joints are to be spaced 5 feet on center unless noted otherwise on Drawings. Driveway joints are to be spaced 15 to 18 feet on center unless noted otherwise on Drawings. Use saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Cut slot, 3/16 inch wide and not less than 1 1/2 inches deep. Joints must be completed between four (4) and twelve (12) hours after placing concrete.

B. Contraction Joints: The maximum joint spacing to be 15 feet. Depth no less than one-fourth (1/4) the pavement thickness. Width, one-eighth (1/8) inch to one-fourth (1/4) inch. Joints must be continuous across the slab unless interrupted by a full depth joint and must extend completely through any integral curbs. Alignment may be skewed or warped where necessary to reach points of stress concentration. Form using saws equipped with shatterproof abrasive or diamond rimmed blades. Cut joints into concrete paving as soon as the surface will not be ravelled or otherwise damaged by the cutting action. Joints must be completed between four (4) and twelve (12) hours after concrete has been placed. Zip strips may be used in appropriate locations.

C. Construction Joints: Place full depth construction joints at the end of concrete pours and at locations where placement operations are stopped for a period of thirty (30) minutes or more except where such pours terminate at expansion joints.

D. Expansion Joints for Sidewalks and Driveways: Construct at 100 foot intervals (unless noted otherwise on Drawings), between sidewalk and driveways, at sidewalk intersections, and around all other fixed objects within the sidewalk or driveway. Joints must contain preformed joint filler for the full depth. Edges must be finished with a 1/4 inch radius.

E. Expansion Joints for Curbs: Construct at all inlets and radius points, where new curb abuts an existing fixed object, and at intervals of 500 feet. Joints must contain 1/2 inch preformed joint filler for the full depth of the curb.

3.04 FINISHING

A. Adding water to the surface of the concrete to assist in finishing operations is not permitted.

B. A uniform gritty non-slip finish must be provided by brushing the surface with a stiff-bristled broom or by dragging a 'burlap bag' over the surface just before the water sheen disappears.

C. After the final finish has been applied, but before the concrete has become nonplastic, the edges on each side of expansion joints, construction joints, and along any structure extending into the concrete are to be carefully rounded to a 1/4 inch radius. Finish sidewalk and driveway edges with a 1/4 inch radius edging tool. Produce a well-defined and continuous radius and a smooth, dense mortar finish. Remove all concrete from the top of the joint filler.

3.05 CURING

A. After the finishing operations have been completed and as soon as the concrete has hardened sufficiently such that marring of the surface will not occur, the entire surface and the edges of the newly placed concrete are to be cured using a liquid curing compound. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

B. Do not leave the concrete exposed for a period in excess of 30 minutes between stages of curing or during the curing period.

3.06 BACKFILLING

A. After the concrete has set sufficiently, but not later than three days after pouring, refill the spaces in front and back of curb/sidewalk to the required elevation with suitable material.

3.07 FIELD OBSERVATIONS

A. The subgrade and formwork prior to placing concrete.

B. Concrete placement activities.

C. Furnish a delivery ticket for each batch of concrete unloaded if so requested by the Engineer.

END OF SECTION

SECTION 02626

PVC PRESSURE PIPE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. PVC pipe forWater Distribution Systems (watermains), raw watermains,, forcemains and 4 inch through 48 inch diameter.

1.02 RELATED SECTIONS

A. Section 02220 - Excavating, Backfilling and Compacting.

B. Section 02675 - Disinfecting Water Mains.

1.03 REFERENCES9

A. ASTM D1784-99 - Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.

B. ASTM D2241-00 - Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).

C. ASTM D2672-96 - Joints for IPS PVC Pipe Using Solvent Cement.

D. ASTM F477-99 - Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

E. AWWA C153-00 - Ductile-Iron Compact Fittings, 3 inch Through 64 inch, for Water Service.

F. AWWA C605-94 - Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

G. AWWA C900-97 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 inch through 12 inch, for Water Distribution.

H. AAWWA C905-97 – Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14-inch tthrough 48-inch, for Water Distribution.

1.04 SUBMITTALS

A. Manufacturer's technical product data for pipe and fittings.

1.05 QUALITY ASSURANCE

A. Pipe for watermains and forcemains must be marked with the following information: nominal size and OD, base material code designation, dimension ratio number, AWWA pressure class, AWWA designation number, manufacturer's name or trademark, production code, and the seal of the testing agency that verified the suitability of the pipe material for potable water service when applicable.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipe to the site in such a manner as to provide adequate protection for the pipe ends and pipe.

B. Do not store PVC pipe in a place where it can be exposed to ultraviolet sunlight.

PART 2 PRODUCTS

2.01 MATERIALS

A. Pipe for Pressure Pipelines: 4-inch through 12-inch diameter shall be AWWA C900, Class 150, DR 18, 14-inch through 48" nominal diameter shall be AWWA C905, Class 165, DR25.

B. Fittings: ANSI/AWWA C153-11. For Wastewater Systems provide an epoxy lining using Protecto 401. Apply in strict conformance with the manufacturer's recommendations. .

C. Thrust Blocks: Concrete with a minimum compressive strength of 2500 psi at 28 days. Allowed only where called for on the Drawings or where approved by the Engineer.

D. Restrained Fittings: 'Megalugs' as manufactured by Ebaa Iron Sales, Inc.

E. Restrained Pipe Joints: Series 1600 or 2800 Restraint Harness by Ebaa Iron Sales, Inc.

F. Flanged Connections: Flanges, as indicated on the Drawings or as required by connecting pipe, shall be AWWA C207. All flanged connections shall have a full face neoprene flange gasket (non-asbestos) with minimum thickness of 1/16-inch. Bolts and all hardware shall be 316 stainless steel.

G. Pipe color to be green for wastewater or have 2" wide green stripe.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install PVC pipe, fittings and joints in accordance with the manufacturer's instructions and AWWA C605.

B. Install pipe with the spigots pointing in the direction of flow except in a looped water distribution system where the flow in the pipe line may be either way. In a looped system, lay pipe lines with the bell ends facing in the direction of laying pipe.

C. The interior of the pipe and fittings are to be thoroughly cleaned of all foreign matter before being lowered into the dry trench and kept clean during laying operations by means of plugs or other approved methods.

D. No trench water is allowed to enter the pipe or fittings. During suspension of Work for any reason at any time, a suitable stopper must be placed in the end of the pipe last laid to prevent mud or other foreign material from entering the pipe.

E. Lay pipe lines to grade and alignment as shown on the Drawings.

F. Provide minimum 30 inch depth of cover except where otherwise shown on the Drawings.

G. Any pipe and/or fitting found defective must be removed immediately and replaced with sound pipe.

H. Dig bell holes in the pipe subgrade to accommodate the bells. Bell holes must be deep enough to insure that the bell does not bear on the bottom of the hole and the holes are not to be excessively wide in the longitudinal direction of the pipe line. When the pipe and fittings are laid, the barrels must be in contact with the foundation throughout its full length exclusive of the bell.

I. All reaction forces at bends (11-1/4 degrees or greater), tees, valves, and plugs are to be restrained from movement by mechanical restraints as specified on the Drawings.

J. Coat all bolts, nuts, studs, and other uncoated parts with a coal-tar epoxy coating prior to backfilling.

3.02 FIELD OBSERVATIONS

A. Fittings, valves, thrust blocks, and mechanical restraints are to be observed at the option of the Engineer.

B. Engineer must be present during pressure tests.

C. All pipe and fittings are subject to observation by the Engineer at any time. Such sections that do not conform to these Specifications will be rejected when, in the opinion of the Engineer, the methods of manufacture fail to guarantee uniform results, where the materials used are such as to produce inferior pipe, or the pipe and/or fittings are otherwise damaged or defective.

END OF SECTION

SECTION 02641

GATE VALVES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Gate valves with a nominal pipe size of 4 inches and larger.

B. Valve boxes.

1.02 REFERENCES

A. AWWA C509-09 - Resilient-Seated Gate Valves, for Water Supply Source.

B. AWWA C515-09 – Reduced Wall, Resilient – Seated Gate Valves for Water Supply Source.

C. NSF/ANSI 61 – Drinking Water System Components – Health Effects.

1.03 SUBMITTALS

A. Manufacturer's information for valves and valve boxes.

B. Four sets of operation, maintenance and parts manuals.

1.04 QUALITY ASSURANCE

A. Provide valves with manufacturer's name, year of manufacture, valve size, and pressure rating clearly cast on the body of each valve.

B. Provide valves of same manufacturer throughout.

C. Valves shall be rated at 200 psig cold water working pressure.

PART 2 PRODUCTS

2.01 VALVES

A. Suitable for water service.

B. A water passage equal to the nominal diameter of the pipe when fully open.

C. Valve opens when turning counter clockwise. Operating nut or handwheel has an arrow cast in the metal indicating the direction of opening. Nuts shall be constructed of ductile iron and have four flats at the stem connection.

D. For valves located above ground or inside a structure, furnish a hand wheel operator.

E. Valves to have either flanged ends or mechanical joint ends suitable for connecting to the ends of adjoining piping.

F. Prior to shipment from the factory, test each valve by applying it to a hydraulic pressure equal to twice the specified working pressure.

G. All ferrous components shall be ductile iron, ASTM A536.

H. The wedge shall be symmetrical and seal evenly and tightly with flow in either direction and be constructed of ductile iron encapsulated in EPDM rubber.

I. Valves 14-inches diameter and larger shall have spur gearing, if installed vertically or bevel gearing if installed horizontally. The gear box shall be furnished by the valve manufacturer and installed prior to shipment to the project site.

J. All internal and external surfaces of the valve body and bonnet shall have a fusion bonded-epoxy coating, complying with ANSI/AWWA C550, applied electrostatically prior to assembly.

2.04 VALVE BOXES

A. Cast iron construction, adjustable type.

B. Cast in the cover the word 'WATER' or 'SEWER' as applicable.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install valves with stems upright or horizontal, not inverted.

B. All buried valves must have valve boxes. Depth of box to be suitable for the depth of the valve below grade.

C. Mount valve boxes centered over the operating nut to facilitate ease of operation.

3.02 FIELD OBSERVATIONS

A. All valves constructed underground may be observed at the option of the Engineer prior to backfilling.

END OF SECTION

SECTION 02938

SODDING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Preparation of subsoil.

B. Placing topsoil.

C. Fertilizing.

D. Sod installation.

E. Maintenance.

1.02 REGULATORY REQUIREMENTS

A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.03 DELIVERY, STORAGE, AND HANDLING

A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.04 EXISTING CONDITIONS

A. All existing grass areas which are damaged or destroyed during construction are to be replaced with new sod of the same variety, unless otherwise noted, which existed prior to construction.

B. In all cases, Contractor is responsible for the restoration of the grass to the conditions that existed prior to construction.

1.05 FIELD MEASUREMENTS

A. On pipeline projects, sodded areas will be measured based on maximum trench widths shown on the Drawings. Sod placed in excess of the maximum trench widths or limits detailed on the Drawings will be at the full expense of the Contractor.

PART 2 PRODUCTS

2.01 MATERIALS

A. Topsoil: Muck; free of plants, weeds, and roots.

B. Sod: In Kind. Live, fresh, and uninjured at time of planting, free of objectionable weeds, and have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Transport within 24 hours after being stripped and plant as soon as possible.

C. Fertilizer: 6 percent nitrogen - 6 percent phosphoric acid - 6 percent potash, 40 percent organics.

D. Water: Free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth. Salt water not allowed.

E. Wood Pegs: Softwood; sufficient size and length to ensure anchorage of sod on a slope.

PART 3 EXECUTION

3.01 PREPARATION OF SUBSOIL

A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.

B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated soil.

3.02 PLACING TOPSOIL

A. Spread topsoil to a minimum depth of 2 inches over area to be sodded.

B. Place topsoil during dry weather.

C. Roto-till to a depth of 6 inches.

D. Fine grade the area to be sodded to eliminate ridges, depressions and other irregularities, and to ensure positive drainage.

3.03 FERTILIZING

A. Apply fertilizer uniformly at a rate of 16 pounds per 1000 square feet.

B. Apply after smooth raking of topsoil and prior to installation of sod.

C. Apply fertilizer no more than 48 hours before laying sod.

D. Lightly water to aid the dissipation of fertilizer.

3.04 SOD INSTALLATION

A. Moisten prepared surface immediately prior to laying sod.

B. Place sod on the prepared surface with edges in close contact and embed firmly and smoothly by light tamping with appropriate tools.

C. Do not stretch or overlap sod pieces.

D. Where sodding is used in drainage ditches, the setting of the pieces must be staggered to avoid a continuous seam along the line of flow.

E. In order to prevent erosion caused by vertical edges at the outer limits, tamp the outer pieces of sod so as to produce a feather edge effect.

F. On slopes 6 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

G. After installation, saturate sod with water to a depth of 4 inches into the soil.

H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

I. After rolling, keep sod moist for the duration of the contract period and in no case less than 2 weeks. The moistened condition should extend at least to the full depth of the rooting zone.

END OF SECTION

SECTION 03001

CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Formwork.

B. Concrete reinforcement and accessories.

C. Cast-in-place concrete.

D. Pre-cast concrete.

1.02 REFERENCES

A. ACI 301-96 - Specifications for Structural Concrete.

B. ACI 318-99 - Building Code Requirements for Structural Concrete.

C. ACI SP-4 (95) – Formwork for Concrete.

D. ASTM A185-97 – Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.

E. ASTM A615-01 - Deformed and Plain Billet Steel for Concrete Reinforcement.

F. ASTM A775-01 – Epoxy - Coated Reinforcing Steel Bars.

G. ASTM C31-00 - Making and Curing Concrete Test Specimens in the Field.

H. ASTM C33-01 - Concrete Aggregates.

I. ASTM C39-01 - Compressive Strength of Cylindrical Concrete Specimens.

J. ASTM C42-99 - Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

K. ASTM C94-00 - Ready-Mixed Concrete.

L. ASTM C143-00 - Slump of Hydraulic Cement Concrete.

M. ASTM C150-00 - Portland Cement.

N. ASTM C192-90 - Making and Curing Concrete Test Specimens in the Laboratory.

O. ASTM C260-01 - Air-Entraining Admixtures for Concrete.

P. ASTM C309-98 - Liquid Membrane - Forming Compounds for Curing Concrete.

Q. ASTM D1751-99 - Preformed Expansion Joint Filler for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

A. Four copies of the test mix report showing the proportions of cement, aggregate, fine aggregate, water and admixtures.

B. Shop Drawings of pre-cast structures for review prior to fabrication.

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Conform to ACI 347.

2.02 REINFORCING STEEL

A. Reinforcing Bars: ASTM A615, Grade 60, new deformed billet steel.

B. Welded Wire Fabric: Plain type, ASTM A185.

C. Stirrups and Ties: ASTM A615, Grade 40 or Grade 60.

D. Bar Supports and Spacers: Steel wire with upturned legs. Mortar cubes.

E. Epoxy - Coated Reinforcing Bars: ASTM A775, Grade 60, new deformed billet steel.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I. Type II cement for wastewater structures.

B. Fine and Coarse Aggregates: ASTM C33.

Nominal maximum size of coarse aggregate not larger than:

1 The narrowest dimension between sides of forms, nor
2. 1/3 the depth of slabs, nor
3. 3/4 the minimum clear spacing between individual reinforcing bars or wires, bundles of bars, or ducts.
4. 4 inches.

C. Water: Clean, fresh, and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.

D. Air Entrainment Admixtures: ASTM C260. 'Darex' by the W. R. Grace Company or approved equal.

E. Curing Compound: ASTM C309, Type 1 or Type 1-D, Class A.

2.04 CONCRETE MIX

A. Mix concrete in accordance with ASTM C94.

B. Compressive Strength: 3000 psi minimum at 28 days for cast-in-place concrete and 4000 psi minimum at 28 days for pre-cast concrete (unless otherwise noted on Drawings).

C. Slump: 5 inches maximum (Vertical Pours)
3 inches maximum (Horizontal Pours)
2 inches minimum (Unless noted otherwise i.e. tremie, curb machine)

D. Mixing water not to exceed 6 gallons per sack of Portland Cement. This includes water entering the batches as surface moisture on the aggregates, which must be deducted from the specified 6 gallons to determine the amount of mixing water for each batch.

E. Contain not less than 5 sacks of cement per cubic yard of concrete for 3000 psi concrete and not less than 6 sacks of cement per cubic yard of concrete for 4000 psi concrete.

F. Air-Entraining admixture to produce 5 percent (+/- 1.5%) entrained air.

PART 3 EXECUTION

3.01 FORMWORK ERECTION

A. Conforms to the shapes, lines, and dimensions of the members as called for on the Drawings.

B. Provide bracing to ensure stability of formwork.

C. Design and construct forms, bracing, and supports to withstand the pressure of freshly placed concrete without bow or deflection.

D. Hand trim sides and bottom of earth forms; remove loose dirt.

E. Coordinate Work on Drawings in forming and setting openings, recesses, chases, sleeves, bolts, anchors, and other inserts.

F. Substantial and sufficiently tight to prevent leakage of mortar. Check forms prior to placing concrete and tighten as required to produce flush surfaces.

G. Tie metal remaining in the concrete to be at least 3 inches back of the concrete face. Plug holes left by the tie ends with grout.

H. Chamfer corners of beams, columns, walls and exposed edges or corners of concrete with 3/4 inch by 3/4 inch wood chamfer strips unless otherwise shown on Drawings.

I. Clean forms and apply form release agents or wet forms prior to concrete placement.

J. Remove forms in such a manner as to insure the complete safety of the structure. Where the structure as a whole is supported on shores, the removable floor forms, beams and girder sides, columns and similar vertical forms may be removed only after concrete has reached 2/3 of its design strength by test and is sufficiently hard not to be injured during form removal. In no case should supporting forms or shoring be removed until the members have acquired sufficient strength to support their weight and the load safely thereon.

3.02 REINFORCEMENT

A. Before placing concrete, clean reinforcement of foreign particles or coatings.

B. Place, support, and secure reinforcement against displacement.

C. Lap welded wire mesh at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

D. Avoid splices at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear.

E. Make bends for stirrups and ties on bars 5/8 inches in diameter and less, around a pin having a diameter not less than four times the thickness of the bar. Make bends for other bars around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bars larger than one inch but less than 1-3/4 inches, the pin can not be less than eight times the minimum thickness of the bar. Bend all bars cold.

F. Splices and Offsets in Reinforcement: In slabs, beams, and girders, avoid splices of reinforcement at points of maximum stress. Provide sufficient lap to transfer the stress between bars by bond and shear and meet the requirements of ACI 318.

Where changes in the cross section of a column occur, offset the longitudinal bars in a region where lateral support is afforded. Where offset, the slope of the inclined portion should not be more than one in six, and in the case of tied columns, space the ties not more than 3 inches on center for a distance of one foot below the actual point of offset.

G. Protection of Reinforcement: Protect the metal reinforcement by the thickness of concrete indicated on the Drawings. Where not otherwise shown, the thickness of concrete over the reinforcement should be as follows:

Where concrete is deposited against ground without the use of forms, not less than 3 inches for beams and slabs.

Where concrete is exposed to the weather or exposed to the ground but placed in forms, not less than 2 inches for bars more than 5/8 inch in diameter and 1-1/2 inches for bars 5/8 inch or less in diameter.

In slabs and walls not exposed to the ground or to the weather, not less than 1-1/2 inches.
In beams, girders and columns not exposed to the ground or to the weather, not less than 1-1/2 inches.

In all cases, the thickness of concrete over the reinforcement must be at least 1-1/2 inches.

H. Protect reinforcement bars, intended for bonding with future extensions, with approved adequate covering.

3.03 JOINTS

A. Expansion and Contraction Joints: Provide expansion joints when slabs on grade join other construction and elsewhere as indicated. Expansion joints are to be one-half (1/2) inch thick when not otherwise noted. Tool edges of slabs at expansion and contraction joints to a one-fourth (1/4) inch radius.

B. Construction Joints: In jointing fresh concrete to that which has already set, the surface of the concrete in place must be thoroughly cleaned and have all laitance removed by cutting with a suitable tool. In addition, wet and slush with a coat of grout, no leaner than one (1) part cement to two (2) parts sand.

3.04 CONCRETE MIXING

A. Mix until there is a uniform distribution of the materials and discharge completely before the mixer is recharged.

B. For job-mixed concrete, rotate the mixer at a speed recommended by the manufacturer and mix continuously for at least one minute after all materials are in the mixer.

C. Mix and deliver ready-mixed concrete in accordance with ASTM C-94.

D. Wet batches of concrete may be transported in either agitating or nonagitating trucks. When non-agitator trucks are used, the elapsed time between the addition of water to the mix and depositing the concrete in place must not exceed 45 minutes except that when a retardant admixture is used such elapsed time must not exceed 75 minutes. When the handling is done in truck agitators, such elapsed time must not exceed 60 minutes, except that when a retardant admixture is used a maximum elapsed time of 90 minutes will be permitted.

E. When concrete arrives on site with slump below that suitable for placing, as indicated by the Specifications, water may be added only if neither the maximum permissible water-cement ratio nor the maximum slump is exceeded.

3.05 PLACING CONCRETE

A. Notify Engineer a minimum of 24 hours prior to commencement of concreting operations.

B. Equipment for chuting, pumping and pneumatically conveying concrete must be sized and designed as to insure a practically continuous flow of concrete at the delivery end without separation of the materials.

C. Prevent separation or loss of materials when conveying concrete from mixer to place of final deposit.

D. No concrete that has partially hardened or been contaminated by foreign material may be deposited on the Work nor retempered.

E. Deposit as nearly as practicable to its final position to avoid segregation due to rehandling or flowing.

F. During placement, thoroughly work concrete around reinforcement and embedded fixtures and into the corners of the forms.

G. At all times, concrete is to be plastic and flow readily into the space between the bars.

When concreting is once started, carry on as a continuous operation until the placing of the panel or section is completed. The top surface to be generally level.

H. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use vibrators designed to operate with vibratory element submerged in concrete.

3.06 UNDER-WATER PLACING (Done only on approval of Engineer)

A. When conditions require placing through water, a tremie or drop-bottom bucket should be used and the Work must be well supervised. Every precaution must be taken to prevent the cement from washing out of the concrete. The tremie is to be water-tight and large enough to allow a free flow of concrete. It must be kept filled with concrete at all times while depositing. Discharge concrete and spread by moving the tremie as to maintain as nearly as practicable a uniform flow and avoid dropping the concrete through water. If the charge is lost while depositing, the tremie must be withdrawn and refilled. Maintain concrete slump between 6 and 7 inches. Tremie concrete must be pumped into place instead of gravity placed.

3.07 COLD WEATHER PLACEMENT

A. Provide adequate equipment for heating the concrete materials and protecting the concrete during freezing or near-freezing weather. No frozen materials or materials containing ice can be used.

B. All concrete materials and all reinforcement, forms, fillers and ground with which the concrete is to come in contact must be free from frost. Whenever the temperature of the surrounding air is below 40 degrees F, all concrete placed in the forms must have a temperature of between 70 degrees F and 80 degrees F, and adequate means to provide for maintaining a temperature of not less than 70 degrees F for 3 days or 50 degrees F for 5 days. The housing covering or other protection used in connection with curing must remain in place and intact at least 24 hours after the artificial heating is discontinued. No dependence can be placed on salt or other chemicals for the prevention of freezing.

3.08 HOT WEATHER PLACEMENT

A. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Mixing water may be chilled, or chopped ice may be used to control the concrete

temperature, provided the water equivalent of the ice is calculated to the total amount of mixing water.

B. A shorter mixing time than specified in ASTM C94 may be required. When the air temperature is between 85 and 90 degrees F, reduce the mixing and delivery time from 90 minutes to 75 minutes, and when the air temperature is above 90 degrees F, reduce the mixing and delivery time to 60 minutes.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that the steel temperature will not exceed the ambient air temperatures immediately before embedment in concrete. Wet forms thoroughly before placing concrete.

Do not use retarding admixtures without the written approval of the Engineer.

3.09 FINISHING CONCRETE

A. Rough finish for concrete surfaces not exposed to view in the finish Work or covered by other construction.

B. Strike - off smooth and finish with a texture matching adjacent formed surfaces at tops of walls, horizontal offsets and similar unformed surfaces occurring adjacent to formed surfaces.

C. Provide a uniform smooth rubbed finish on exposed formed concrete walls, columns, and beams.

D. Float finish monolithic slab surfaces that are to receive trowel finish or other finish.

1. Trowel Finish: After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/4" in 10 feet when tested with a 10 foot straight-edge. Grind smooth surface defects which would show through applied floor covering system.

2. Non-slip Broom Finish: Apply non-slip fine-hair broom finish to sidewalks, driveways, handicap ramps, curbs, or other items as noted on the Drawings.

3.10 CURING

A. Protect freshly placed concrete from premature drying or heat, and maintain without drying at a relatively constant temperature for a period of time necessary for hydration of cement and proper hardening.

B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 72 hours.

C. Continue curing for a least 7 days and in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.

D. In lieu of moist curing, spray a clear liquid membrane curing compound on all new concrete immediately after initial set. Rate of application to be 200 square feet per gallon or as recommended by the manufacturer.

3.11 TESTS

A. Testing and analysis of concrete will be performed by an independent testing laboratory.

B. Test firm will take cylinders and perform compression tests in accordance with ASTM C31, ASTM C39, and ASTM C192.

C. Number of cylinders and frequency of tests will be designated by the Engineer.

D. One slump test will be performed per ASTM C143 for each set of test cylinders taken.

E. Cure specimens under laboratory conditions except that when in the opinion of the Engineer, there is a possibility of the surrounding air temperature falling below 40 degrees F., additional specimens may be required and cured under job conditions.

F. If the average strength of the laboratory control cylinders for any portion of the structure falls below the compressive strengths called for on the Drawings, the Engineer has the right to order a change in the proportions or the water content for the remaining portion of the structure. If the average strength of the job-cured cylinders falls below the required strength the Engineer has the right to require conditions of temperature and moisture necessary to secure the required strength and may require tests in accordance with ASTM C42, or order load tests to be made on the portions of the structure so affected. Remove or replace failing concrete if directed by the Engineer.

3.12 PROTECTION

A. Protect concrete from damage until final acceptance of Work.

END OF SECTION

SECTION 09900

PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation and application of protective coatings.

B. Interior and exterior coating systems.

1.02 REFERENCES

A. ASTM B117-90 - Salt Spray (Fog) Testing.

B. ASTM D2247-87 - Testing Water Resistance of Coatings in 100% Relative Humidity.

C. ASTM D3359-87 - Measuring Adhesion by Tape Test.

D. ASTM D3363-74 - Film Hardness by Pencil Test.

E. ASTM D4060-84 - Abrasion Resistance of Organic Coatings by the Taber Abraser.

F. ASTM D4541-85 - Pull-Off Strength of Coatings Using Portable Adhesion-Testers.

G. ASTM D4585-87 - Testing the Water Resistance of Coatings Using Controlled Condensation.

H. AWWA C210-84 - Liquid Epoxy Coating System for the Interior and Exterior of Steel Water Pipelines.

I. AWWA D102-78 - Painting Steel Water-Storage Tanks.

J. Steel Structures Painting Council (SSPC) Specifications.

1. SP-1 Solvent Cleaning: Remove all grease,oil, salt, acid, alkali, dirt, dust, wax, fat, foreign matter and contaminates, etc. by one of the following methods: steam cleaning, alkaline cleaning, or volatile solvent cleaning.

2. SP-2 Hand Tool Cleaning: Removal of loose rust, loose mill scale and loose paint to a clean sound substrate by hand chipping, scraping, sanding and wire brushing.

3. SP-3 Power Tool Cleaning: Removal of loose mill scale and loose paint to a clean sound substrate by power tool chipping, descaling, sanding, wire brushing and grinding.

4. SP-5 White Metal Blast Cleaning: Complete removal of all mill scale, rust, rust scale, previous coating, etc., leaving the surface a uniform gray-white color.

5. SP-6 Commercial Blast Cleaning: Complete removal of all dirt, rust scale, mill scale, foreign matter and previous coating, etc., leaving only shadows and/or streaks caused by rust stain and mill scale oxides. At least 66% of each square inch of surface area is to be free of all visible residues, except slight discoloration.
6. SP-7 Brush-Off Blast Cleaning: Removal of rust scale, loose mill scale, loose rust and loose coatings, leaving tightly-bonded mill scale, rust and previous coatings. On concrete surfaces, brush-off blast clean to remove all laitance, form oils and solid contaminates. Blasting should be performed sufficiently close to the surface so as to open up surface voids, bugholes, air pockets and other subsurface irregularities, but so as not to expose underlying aggregate.

7. SP-8 Shop Pickled: Complete removal of rust and mill scale by acid pickling, duplex pickling or electrolytic pickling (may reduce the resistance of the surface to corrosion, if not to be primed immediately).

8. SP-10 Near-White Metal Blast Cleaning: Removal of all rust scale, mill scale, previous coating, etc., leaving only light stains from rust, mill scale and small specks of previous coating. At least 95% of each square inch of surface area is to be free of all visible residues and the remainder limited to slight discoloration.

9. VIS-1 Pictorial Surface Preparation Standards for Painting Steel Surfaces

1.03 ABBREVIATIONS

A. ASTM - American Society of Testing Materials

B. AWWA - American Water Works Association

C. DFT - Dry film thickness.

D. Exterior - Outside, exposed to weather.

E. Interior Dry - Inside, concealed or protected from weather.

F. Interior Wet - Inside, subject to immersion service.

G. NACE - National Association of Corrosion Engineers

H. SSPC - Steel Structures Painting Council

1.04 SUBMITTALS

A. Product data sheets and application instructions.

B. Color samples for selection by the Owner.

C. For each coating application, submit an affidavit from the manufacturer stating that the paint selected is recommended for its intended use.

D. When removal of lead containing paint is part of the Work, submit qualifications such as a copy of a Certification of Training, demonstrating that the person supervising the Work has been trained in removing lead containing paint. In addition, submit a plan for the methods to be employed for surface preparation, containment and ventilation, and collection of debris.

1.05 QUALITY ASSURANCE

A. All Work to be done by skilled and experienced craftsmen.

B. When removal of lead containing paint is part of the Work, the person supervising the Work must be trained in lead paint removal by a nationally recognized training organization. A minimum of 16 hours classroom training is required.

C. The following instruments must be available on the job site for Engineer's use, during all painting activities:

1. Moisture meter.
2. 'Tape' type mill profile micrometer.
3. 'Nordson-Mikrotest' dry film gauge.
4. Tooke - gauge.
5. Sponge type holiday detector.

D. Primers and other undercoat paint must be produced by same manufacturer as finish coats.

E. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers.

B. Container labeling to include manufacturer's name, type of paint, brand name, brand code, batch number, date of manufacturer, shelf life, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.

C. Store painting materials in a clean, dry, well ventilated place, protected from sparks, flame, direct rays of the sun or from excessive heat.

1.07 REGULATORY REQUIREMENTS

A. All coatings used for potable water service must be approved and certified for use by the National Sanitation Foundation (NSF) Standard 61 and conform to AWWA D-102 and AWWA C-210.

B. All coatings must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/gallon after thinning.

C. Contain, handle, and dispose of all hazardous materials, including but not limited to lead containing paint, resulting from surface preparation and painting, in accordance with all applicable local, state and federal requirements.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Apply paint only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting is not permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.

B. Do not apply coatings unless the surface temperature is a minimum of 5° above the dew point; temperature must be maintained during curing.

C. Dew Point Calculation Chart

Ambient Air Temperature - Fahrenheit

Relative Humidity	20	30	40	50	60	70	80	90	100	110	120
90%	18	28	37	47	57	67	77	87	97	107	117
85%	17	26	36	45	55	65	76	84	95	104	113
80%	16	25	34	44	54	63	73	82	93	102	110
75%	15	24	33	42	52	62	71	80	91	100	108
70%	13	22	31	40	50	60	68	78	88	96	105
65%	12	20	29	38	47	57	66	76	85	93	103
60%	11	29	27	36	45	55	64	73	83	92	101
55%	9	17	25	34	43	53	61	70	80	89	98
50%	6	15	23	31	40	50	59	67	77	86	94

45%	4	13	21	29	37	47	56	64	73	82	91
40%	1	11	18	26	35	43	52	61	69	78	87
35%	-2	8	16	23	31	40	48	57	65	74	83
30%	-6	4	13	20	28	36	44	52	61	69	77

SURFACE TEMPERATURE AT WHICH CONDENSATION OCCURS

D. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.

1.09 EXISTING CONDITIONS

A. When unable to inspect the interior surfaces of existing tanks during bidding, assume 25 percent of the area is pitted as defined by the Steel Structures Painting Council.

1.10 EXTRA MATERIALS

A. Provide a one gallon container of each color and surface texture to Owner.

B. Label each container with color, texture, location used, in addition to the manufacturer's label.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. All materials specified herein are manufactured by the Tnemec Company, Inc., North Kansas City, Missouri, unless noted otherwise. These products are specified to establish standards of quality and are approved for use on this Project.

B. Equivalent materials of other manufacturers may be substituted on approval of the Engineer. Requests for substitution must include manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials.

C. Performance Criteria

1. Abrasion - ASTM D4060, CS-17 Wheel, 1,000 grams load.

2. Adhesion - ASTM D3359, Method B or ASTM D4541.

3. Exterior Exposure - Exposed at 45 degrees facing the ocean (South Florida Marine Exposure).

4. Hardness - ASTM D3363.

5. Humidity - ASTM D2247 or ASTM D4585.

6. Salt Spray (Fog) - ASTM B117.

D. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Primer and finish coats on all surfaces must be furnished by the same manufacturer.

2.02 MATERIALS

A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating. Good flow and brushing properties; capable of drying or curing free of streaks or sags.

B. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified. Of commercial quality.

C. Cement - Base Patching: Thorite by Thoro System Products of Miami, Florida.

D. Colors: When not specified, as selected by the Owner.

2.03 EQUIPMENT

A. Use effective oil/water separators on all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Place separators as far as practicable from the compressor.

B. All equipment for application of the paint and the completion of the Work must be in first-class condition and comply with recommendations of the paint manufacturer.

PART 3 EXECUTION

3.01 INSPECTION

A. Applicator must examine areas and conditions under which painting Work is to be completed and notify Engineer in writing of conditions detrimental to proper and timely completion of Work.

B. Inspect the substrate and report any unsatisfactory conditions. Contractor is not responsible for latent defects in the substrate which can not be detected during a reasonable visual inspection. Starting the Work indicates acceptance of the substrate as constructed.

C. All surfaces to be painted are subject to review by the Engineer before application of the prime coat and each succeeding coat. Any defects or deficiencies are to be corrected by the Contractor before application of any subsequent coat.

D. When any appreciable time has elapsed between coats, previously coated areas are to be reviewed by the Engineer. Where surfaces are damaged or contaminated, they are to be cleaned and recoated. Adhere to recoating times of manufacturer's printed instructions.

3.02 SURFACE PREPARATION

A. General: Clean surfaces as specified and in accordance with the manufacturer's recommendation for the coating being used. If surfaces are subject to contamination other than mill scale or normal atmospheric rusting, the surfaces are to be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.

B. Concrete and Masonry: Remove all oil, grease, dirt, laitance and other foreign materials. Blast remove all existing coatings using equipment rated at 3500 psi. Acid etch with a solution of muriatic acid and then rinse with clean water. Verify required acid-alkali balance is achieved. Surface must be dry and free of dust prior to painting. New concrete and masonry must be cured a minimum of 28 days before treating and coating.

   Repair damaged concrete using a cement base patching system. Use in strict accordance with the manufacturer's recommendations.

C. Plaster: Remove dirt, loose mortar, scale, chalk, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry.

Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry. Fill hairline cracks, small holes, and imperfections with a latex patching plaster.

D. Gypsum Drywall: Latex fill minor defects. Spot prime after repair. Remove dust from surface by wiping with clean rags or other means.

E. Carbon Steel: Remove all oily and greasy residues in accordance with SSPC-SP1. Blast clean using Dupont's 'Starblast' as the blasting media in accordance with SSPC-SP10. 'Starblast' is the only blasting media allowed to be used. Apply primer coat before any rust bloom forms.

F. Galvanized Steel and Other Non-Ferrous Metals: Surface to be clean and dry. Remove oil, grease, and protective mill coatings by solvent cleaning per SSPC-SP1. Remove white rust from galvanized steel by hand or power brushing. Take care not to damage or remove the galvanizing. Remove rust from old galvanized steel by hand or power tool cleaning in accordance with SSPC-SP2 or SSPC-SP3.

G. PVC Pipe: Remove surface contaminants. Roughen surface by sanding to provide adhesion for primer coat.

H. Wood: Remove dust, grit and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes and cracks. Wood must be clean and dry before application of coating.

I. Fiberglass Reinforced Plastic: Roughen by brush blasting to provide adhesion for primer coat.

3.03 PROTECTION

A. Protect elements surrounding the Work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by Work of this Section.

C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Erect, maintain, and dismantle scaffolding without damage to structures, machinery, equipment or pipe. Use drop cloths to protect buildings and equipment.

E. Construct a temporary shroud or cover to contain and collect all spent abrasives and old paint. Dispose of spent abrasives and old paint in accordance with all local, state and federal requirements.

3.04 APPLICATION

A. Apply products in strict accordance with the coating manufacturer's instructions.

B. Apply coating uniformly at the prescribed thickness. Prevent film defects that would adversely affect the appearance or performance.

C. Apply prime coat immediately following surface preparation and in no case later than the same working day. Apply by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the coatings manufacturer.

D. Recoat as per the manufacturer's instructions. Coating is considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.

E. Surfaces that will be inaccessible after assembly are to receive either the full specified paint system or three shop coats of the specified primer before assembly.

F. Brushing or rolling is to be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Smooth the film so as not to leave detrimental marks.

G. When using an air, airless or hot spray, apply paint in a uniform layer, with a 50 percent overlap pattern. Brush out all runs and sags immediately or the paint will have to be removed and the surface resprayed.

H. High build coatings should be applied by a cross-hatch method of spray application to ensure proper film thickness of the coating.

I. Surfaces not accessible to brushes, rollers or sprays may be painted by a dauber, sheepskin, or paint mitt.

J. Sand lightly between each succeeding alkyd enamel or varnish coat.

3.05 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

A. Approval from the Owner is required prior to field painting in the vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service.

B. Exercise extreme care in the painting of operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.

C. Degloss factory finish.

D. Do not paint identification markings or code required labels.

E. Match associated piping color with finished paint color. See piping color code.

3.06 CLEANING

A. Contain paint overspray and debris by suitable means, including but not limited to, full shrouding of the area.

B. As Work proceeds, promptly remove paint where spilled, splashed or splattered.

C. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

3.07 COATING SYSTEMS - INTERIOR SURFACES

A. Concrete Floors

1. One coat of Tnemec Series 287 Enviro-Tread (Waterborne Epoxy) applied at 3.0 mils DFT (273 SF/Gal).
2. A second coat of Tnemec Series 287 Enviro-Tread applied at 3.0 mils (273 SF/Gal).
3. Where requested by Owner add or broadcast Series S287-300C (sand) to the 1st coat for a non-slip finish.

B. Masonry Block Walls

1. One coat Tnemec 54-WB surface coat masonry filler. Apply at a minimum rate of 80-100 square feet per gallon to concrete block surfaces only.
2. One coat Series 113 H.B. Tnemec-Tufcoat water-base acrylic epoxy. Apply at a minimum rate of 120-170 square feet per gallon. Two coats will be required if applied by roller.

C. Concrete (including exposed ceilings)

1. Two coats Series 113 H.B. Tnemec-Tufcoat water base acrylic epoxy. Apply at a minimum rate of 120-170 square feet per gallon.

D. Gypsum Drywall

1. One coat Tnemec-cryl Sealer (thinned 10%). Apply at a minimum rate of 400 square feet per gallon.
2. One coat Series 113 H.B. Tneme-Tufcoat water-base acrylic-epoxy. Apply at a minimum rate of 120-170 square feet per gallon. Two coats will be required if applied by roller.

E. Carbon Steel, Ductile Iron, or Cast Iron

1. Prime coat Tnemec Series N69-1211 Epoxoline Primer epoxy-polyamide, 3-5 mils DFT.
2. Finish coat Tnemec Series N69 Hi-Build Epoxoline II epoxy-polyamide, 4-6 mils DFT.

F. Fuel Oil Tanks

1. Prime coat Series 61-5002 Tneme-Liner high solids catalyzed epoxy, 8-12 mils DFT.
2. Finish coat Series 61-5001 Tneme-Liner high solids catalyzed epoxy, 8-12 mils DFT.

G. Galvanized Steel and Other Non-Ferrous Metals

1. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide, 4-6 mils DFT.

H. PVC Piping

1. Two coats Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide. Apply at a minimum rate of 300 square feet per gallon per coat.

I. Shop Finished Electrical and Mechanical Equipment

1. One coat Tnemec Series 27 F/C/ Tu[ppxu (Fast Cire E[pxu), 2-6 mils DFT.
2. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide, 4-6 mils DFT.

J. Wood Trim and Doors - Painted

1. Prime coat of Tenemec Series 10-99 W Tnemec primer applied at 2.5 mils DFT (350± SF/Gal)..
2. Two coats of Tnemec Series 23 Enduratone (Semi-Gloss Alkyd Ename) applied at 2.0 mils DFT per coat.

3.08 COATING SYSTEMS - EXTERIOR SURFACES

A. Carbon Steel, Ductile, or Cast Iron

1. Prime coat Tnemec Series 135 (Chembuild Surface Tolerant Epxy), 3-5 mils DFT.
2. Finish coat Tnemec Series 73 Endura-Shield III high build acrylic polyurethane, 2-5 mils DFT.

B. Galvanized Steel and Other Non-Ferrous Metals

1. Prime coat Tnemec Series N69 Hi-Build Epoxoline epoxy-polyamide, 2-3 mils DFT.
2. Finish coat Tnemec Series 73 Endura-Shield III high build acrylic poly- urethane, 2-5 mils DFT.

C. Above Ground Fuel Storage Tanks

1. Shop Primer: One coat Series 90-97 Tneme-Zinc zinc-rich urethane, 2.5-3.5 mils DFT.
2. Field Touch-Up: Series 90-97 Tneme-Zinc, 2.5-3.5 mils DFT.

3. Full first coat Tnemec Series N69 Hi-Build Epoxoline epoxy polyamide, 2-3 mils DFT.
4. Finish coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane, 2-5 mils DFT.

D. PVC Piping

1. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy polyamide. Apply at a minimum rate of 300 square feet per gallon.
2. One coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane. Apply at a minimum rate of 300 square feet per gallon.

E. Fiberglass Reinforced Plastic

1. One coat Tnemec Series N69 Hi-Build Epoxoline epoxy polyamide. Apply at a minimum rate of 300 square feet per gallon.
2. One coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane. Apply at a minimum rate of 300 square feet per gallon.

F. Shop Finished Electrical and Mechanical Equipment

1. Prime coat Tnemec Series 27 F.C. Typoxy (fast cure epoxy), 2-3 mils DFT.
2. Finish coat Tnemec Series 73 Endura-Shield III high-build acrylic polyurethane, 2-5 mils DFT.

G. Masonry Block Walls
1. Block Filler – Tnemec Series 54WB surface coat Masonry Filler applied at 80± SF/Gal.
2. Finish per requirements below.

H. Precast and Cast In Place Concrete
1. Above Grade Coating – Finish per requirements below.
2. Below Grade Coating – Apply one coat Series 46H-413 Hi-Build Theme-Tar (Coal Tar Epoxy), 14.0 to 20.0 mils DFT.

I. Plaster, Above Grade Concrete, and Stucco
1. Prime Coat: Thoro Primer 2K by Thoro System Products of Miami, Florida. Apply at the minimum rate of 200 square feet per gallon.
2. Finish Coats: Two coast Thorosheen by Thoro System Products of Miami, Florida. Apply at the minimum rate of 200 square feet per gallon.
3. See Section 07145 for additional requirements for new or repaired concrete and masonary surfaces.

3.09 PIPING COLOR CODE

Water Lines

Raw	Olive Green
Settled or Clarified	Aqua
Finished or Potable	Dark Blue

Chemical Lines

Alum or Primary Coagulant	Orange
Ammonia	White
Carbon Slurry	Black
Caustic	Yellow with Green Band
Chlorine (Gas and Solution)	Yellow
Fluoride	Light Blue and Red Band
Lime Slurry	Light Green
Ozone	Yellow with Orange Band
Phosphate Compounds	Light Green with Red Band

Polymers or Coagulant Aids	Orange with Green Band
Potassium Permanganate	Violet
Soda Ash	Light Green with Orange Band
Sulfuric Acid	Yellow with Red Band
Sulfur Dioxide	Light Green with Yellow Band

Fuel Oil Lines

Black Oil	Yellow
Diesel	Yellow

Waste Lines

Backwash Waste	Light Brown
Sludge	Dark Brown
Sewer (Sanitary and Other)	Dark Gray

Other

Compressed Air	Dark Green
Gas	Red
Other Lines	Light Gray

3.10 PAINTING SCHEDULE

A. All newly installed piping, equipment, and appurtenances.

END OF SECTION

APPENDIX A

PALM BEACH COUNTY HEALTH DEPARTMENT PERMIT

NOTIFICATION OF ACCEPTANCE OF USE OF A GENERAL PERMIT/PERMIT ISSUANCE

PERMITTEE:
Monica Shaner, P.E., Utilities Engineer
Water Utilities Department
City of Lake Worth
301 College Street
Lake Worth, FL 33460
mshaner@lakeworth.org

PERMIT NUMBER: 138272-178-DWC
ISSUE DATE: August 12, 2014
EXPIRATION DATE: August 11, 2019
COUNTY: Palm Beach
PROJECT NAME Seminole Manor Force Main Improvement
WASTEWATER TREATMENT: Lake Worth
FACILITY ID: FL0041360

Dear Ms. Shaner:

This letter acknowledges receipt of your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System for the subject project and issuance of a permit under the provisions of Palm Beach County Ordinance No. 97-58. Our Office received the Notice on July 30, 2014.

This is to advise you that the Florida Department of Health Palm Beach County (Department), as the delegated agent of the Florida Department of Environmental Protection, does not object to your use of such general permit and that you are hereby authorized to perform the work shown on the approved plan(s) attached hereto and made a part hereof.

Please note the attached requirements apply to your use of this general permit for constructing the proposed domestic wastewater collection/transmission system.

You are further advised that the construction activity must conform to the description contained in your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System and that any deviation will subject the permittee to enforcement action and possible penalties.

Sincerely,
For the Division Director

Darrel J. Graziani, P.E., R.S.
Environmental Administrator – Water Programs Section
Environmental Public Health

c: Engineer-of-record: John R. Leemon, P.E.
Utility: Same

FDEP General Permit Requirements

1. This general permit is subject to the general permit conditions of Rule 62-4.540, F.A.C., as applicable. This rule is available at the FDEP Internet site at: http://www.dep.state.fl.us/water/rulesprog.htm#ww [62-4.540]

2. This general permit does not relieve the permittee of the responsibility for obtaining a dredge and fill permit where it is required. [62-604.600(6)(b)1]

3. This general permit cannot be revised, except to transfer the permit. [62-604.600(6)(b)2]

4. This general permit will expire five years from the date of issuance. If the project has been started and not completed by that time, a new permit must be obtained before the expiration date in order to continue work on the project. [62-4.030]

5. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall submit to the Department FDEP Form 62-604.300(8)(b), Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation. This form is available at the Department's Internet site at: http://www.dep.state.fl.us/water/wastewater/forms.htm [62-604.700(2)]

6. The new or modified collection/transmission facilities shall not be placed into service until the Department clears the project for use. [62-604.700(3)]

7. Abnormal events shall be reported to the Department's in accordance with Rule 62-604.550, F.A.C. For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519 as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to the Department within 24 hours from the time the permittee, or other designee becomes aware of the circumstances. [62-604.550]

Palm Beach County Ordinance No. 97-58 Requirements

PBC 1.It shall be the responsibility of the permittee to retain a professional engineer, registered in Florida, to observe that the construction is in accordance with the submitted plans.

PBC 2.This permit does not include construction of any conflict manholes. The construction shall be strictly in accordance with the "Standard Water and Sewer Separation Statement" and other design specifications noted on the engineering plans. If field conditions require deviations from the proposed design, the project engineer shall consult with the Department prior to construction.

PBC 3.Prior to construction, all required permits or approvals must be obtained for all aspects of the project from the appropriate agencies.

PBC 4.Applications for abandonment of all septic systems serving this property must be submitted prior to final approval for use.

APPENDIX B

PALM BEACH COUNTY UTILITY PERMIT FOR CONSTRUCTION IN THE ROW

PALM BEACH COUNTY LAND DEVELOPMENT DIVISION
RIGHT-OF-WAY CONSTRUCTION - UTILITY PERMIT -

Permit not valid unless pink copy is signed and returned within 15 days after pick up to:

Palm Beach County
Land Development Division
2300 N. Jog Road
West Palm Beach, FL 33411-2745

PERMIT NUMBER	UT32630-1014
ISSUANCE DATE	10/17/2014
EXPIRATION DATE	04/17/2015

PERMITTEE Lake Worth Uilities Department
301 College Street
Lake Worth, FL 33460

FEE **WAIVED**

CONTACT Shampale Holland
(561) 683 - 3113

PROJECT DESCRIPTION Realignment of an existing 8 inch FM at the SW corner of Lantana Rd and Seminole Drive in front of Seminol Manor.

LOCATION **SEMINOLE DR - Connect 8 inch PVC forcemain to the existing meter vault in the south east ROW at the intersection with Lantana Rd.**

LANTANA RD - Replace existing 8 inch FM 90 degree turn with two 45 degree turns (no future plans for extension at the 90 degree turn). Work located at the SW corner of Lantana Rd and Seminole Drive.

REFERENCED PLANS C0-1, C1-1, C5-1

Permit is hereby granted for the work within the right-of-way as shown on the referenced plans, subject to provisions of Chapters 125.42.337.401 through 337.404, current Florida Statutes, the Conditions on the back of this permit, and the following conditions:

1. **The Engineer of Record shall contact the Construction Coordination Division at (561) 684-4180, 48 hours before commencement of work. (See Condition Number 1 on the back of this permit.)**
2. **The Permittee is responsible to contact Palm Beach County Department of Environmental Resources Management (561) 233-2400 to obtain any approvals that office may require due to the work proposed by this permit.**
3. **Prior to scheduling a final field review with Construction Coordination, the permittee shall submit to the Land Development Division a signed and sealed certification of completion from the Engineer-of-Record for the above work, referencing the permit number and indicating the work was completed in substantial accordance with the approved plans.**
4. **The Permittee is responsible to submit a Traffic Control and/or Pedestrian plan to Ed McClane in the Palm Beach County Traffic Division (561) 684-4030. The plan shall be submitted a minimum of 2 weeks before start of construction, and the Permittee shall ensure the plan be approved prior to start of construction.**
5. **The Permittee is required to coordinate with the property's applicable Drainage District for all work proposed or drainage discharge into that District's rights of way or easements.**
6. **Prior to scheduling a final field review with Construction Coordination, the permittee shall submit to the Land Development Division a signed and sealed certification of completion from the Engineer-of-Record for the above work, referencing the permit number and indicating the work was completed in substantial accordance with the approved plans.**

This permit shall become void if the pink copy of the permit is not signed and returned to this office within 15 days after pickup; or, if returned, Condition Number 1 on the back of this permit is not complied with. Certification of Occupancy (if applicable) will be withheld until the Certification of Completion from the engineer of record (if applicable) and a satisfactory field review by the Palm Beach County Construction Coordination Division have been received by the Land Development Division.

Joanne M. Keller

PERMITTEE SIGNATURE (AUTHORIZED SIGNATURE OR DULY AUTHORIZED AGENT)

COUNTY APPROVAL
Joanne M. Keller, P. E., Director
Land Development Division

SIGNATURE

Monica Shaner

PLEASE PRINT OR TYPE

Control Number	N/A
PR No.	N/A
Related Permit	N/A

JMK ROBERT LAZO

cc: Construction Coordination Division w/plans
John Leemon - Mock Roos and Associates, Incorporated

CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION (UTILITIES)

1. The Construction Coordination Division shall be contacted 48 hours before commencement of work to establish the start date and establish a timeline when field review(s) of the work are required. Construction shall be done Monday through Friday. Weekend work shall be approved by Construction Coordination 48 hours before Saturday. Plans bearing the approval stamp of the County Engineer and the approved permit shall be at the work site. Work may proceed beyond the permit expiration date if a start date was established and work started prior to the permit expiration date. When work is complete and the engineer's certification of completion has been submitted to the Land Development Division, the permittee/representative/engineer (as applicable) shall schedule a final review with Construction Coordination Division. If a permitted project has been completed but does not require an engineer's certification, the permittee/representative (as applicable) shall submit a letter to the Land Development Division indicating the work is complete and ready for final field review. Land Development will notify the permittee/representative to schedule final field reviews with Construction Coordination.

2. The permittee understands and agrees that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the permittee. THE PERMITTEE WILL AT ALL TIMES ASSUME ALL RISK AND FURTHER WILL INDEMNIFY, DEFEND, AND SAVE HARMLESS PALM BEACH COUNTY FROM AND AGAINST ALL LOSS, DAMAGE, COST OR EXPENSE ARISING IN ANY MANNER (INCLUDING ALL LITIGATION COSTS AND ATTORNEY FEES), ON ACCOUNT OF THE EXERCISE OR ATTEMPTED EXERCISE BY SAID PERMITTEE OF THE AFORESAID RIGHTS AND PRIVILEGES REGARDLESS OF THE APPORTIONMENT OF NEGLIGENCE OF THE PARTIES INVOLVED. THE PERMIT HOLDER, THEREFORE, AGREES TO INDEMNIFY THE COUNTY FOR THE COUNTY'S OWN NEGLIGENCE. It is specifically understood that the limits of this indemnification are the COUNTY'S statutory liability limits under Section 768.28, Florida Statute, or any successor legislation in effect at the issuance of said permit. The existing statutory limits under 768.28, Florida Statute are hereby recognized as the Statue ("Construction Contracts") should that statute be deemed to apply.

2a. The following condition is applicable when the permittee is a governmental agency: That Agency shall indemnify, defend and hold County harmless against any actions, claims or damages arising out of Agency's negligence and Agency's exercise of the rights granted by this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Agency to indemnify County of County's negligence.

3. Permittee assumes full responsibility to maintain all areas under construction safe for the public and to properly route and direct traffic through the construction area. All traffic control operations shall be done in accordance with the current *Manual on Uniform Traffic Control Devices* (Part VI). Supplements to this manual are the Florida Department of Transportation's Roadway and Traffic Design Standards (Index 600) and Standard Specifications for Road and Bridge Construction (latest edition). No obstruction of the travel lanes between 7 a.m. to 9 a.m. and 3 p.m. to 6 p.m. Monday thru Friday, unless approved by the Palm Beach County Traffic Engineering Division. No time restrictions for local and subdivision roads, or for construction done Saturday or Sunday.

4. Florida Statute 336.048 – Temporary closing traveling lane of road: Whenever any road on the county road or city street system is repaired, reconstructed, or otherwise altered in a manner that necessitates the closing of one or more traveling lanes of the road for a period of time exceeding 2 hours, the party performing such work shall give notice to the appropriate local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. However, when the closing of one or more lanes is required because of emergency conditions, such notice shall be waived.

5. Permittee hereby acknowledges the COUNTY'S right to inspect the area governed by this permit at any time prior to final acceptance by the COUNTY to assure compliance with all plans and specifications. All reviews, however, shall be performed at the COUNTY'S discretion and are strictly to assure compliance with project plans and specifications. PERMITTEE HEREBY ACKNOWLEDGES THAT THE COUNTY VIA SAID REVIEWS IS NOT THE EMPLOYER, SUPERVISOR, PRINCIPAL OR AGENT OF PERMITTEE. Permittee is at all times an independent contractor with full responsibility for all obligations and responsibilities imposed under this permit and imposed by law.

6. If a County maintained Thoroughfare Plan Road is open cut, the procedures in Land Development Division PPM EL-O-3605, including Form 3605.1 (Open Cut Restoration for Thoroughfare Plan Roads) shall be adhered to. If a Non-Thoroughfare Plan Road is open cut, Land Development Division PPM EL-O-3606, including Form 3606.1 (Open Cut Restoration for Non-Thoroughfare Plan Roads) shall be adhered to.

6a. If an asphalt driveway is cut and patched, the entire driveway shall be overlaid with a minimum one inch of asphalt, or entirely replaced. If a concrete driveway is cut, it shall be entirely replaced. Replacement area is from the intersecting road to the property line.

7. All areas in the right-of-way shall be left in a condition equal to or better than existed prior to construction. Shoulders disturbed within 8 feet of the edge of pavement shall be stabilized a minimum 50 PSI Florida Bearing Value, 6 inches in depth. Existing drainage shall not be impeded. Sidewalk areas disturbed during construction shall be maintained until repaved. Prior to or concurrent with final review, the permittee shall submit to the Construction Coordination Division copies of density reports done by an independent testing laboratory. If the construction should fail within one year from the date of final review by the Construction Coordination Division, the permittee is responsible for restoration.

8. The permittee certifies notification has or will be given at least 48 hours (excluding Saturday, Sundays and legal holidays) prior to starting excavation, to anyone having the right to bury gas pipe line within the public or private street, alley, right-of-way or gas utility easement for purposes of obtaining information concerning the possible location of gas pipe lines in the area of proposed excavation.

9. The permitted work shall be coordinated with any Utility or Cable TV facilities in the area of construction.

10. The permittee/developer shall provide and install pavement markings (thermoplastic, unless approved otherwise by the Palm Beach County Traffic Engineer), and reflective pavement markers in accordance with Palm Beach County Traffic Division's latest Typicals for Pavement Markings, Signing and Geometrics.

11. If traffic signalization equipment is in the area of construction, notify Palm Beach County Traffic Operations at (561) 233-3900. Do not disturb any material within six feet of a traffic signal pole or a guy wire and anchor. If damage to the equipment occurs during construction, it shall be repaired by Traffic Operations at the permittee's expense.

12. Provide a minimum cover of 36 inches in the right-of-way of Thoroughfare Plan Roads and a minimum of 30 inches for all others. Maintain a minimum clearance of 12 inches over or under drainage facilities.

13. When plastic pipe is permitted for boring, it shall meet the standards as set forth in the latest Florida Department of Transportation Design Standards.

14. If previously approved construction is underway in the same location as indicated on this permit, the permittee shall obtain permission to work from the contractor doing the underway construction. If not granted, the construction under this permit shall not be done until the underway construction is finaled by the Palm Beach County Construction Coordination Division.

15. In the event of widening, repair, or reconstruction of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the item(s) permitted within the right-of-way of the subject road(s) at no expense to Palm Beach County.

17. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

18. All applicable state or federal permits must be obtained before any development is commenced.

Revised 8/6/2013

Fees pursuant to Section 42-62 Fees, of Article IV, Public Rights-of-Way Permit Requirement and Fee Schedule, Chapter 42, Code of Laws and Ordinances of Palm Beach County, Florida (Ordinance 2008-006).

The minimum fee for any application shall not be less than one hundred fifty dollars ($150). The minimum fee shall be paid at time of application, and any balance due shall be paid prior to issuance of the permit.

PERMIT NO.: UT32630-1014 **ROAD NAME:** SEMINOLE DR **JOB NO.:** B3055.00

	TYPE OF PERMIT	FEE	QUANTITY	AMOUNT DUE
1	Minimum Fee Minimum Fee			
	Minimum Fee	$150.00	1.00	$150.00
				$150.00

pc: Permittee

Total Permit Fee	**$150.00**
Less Fee Paid	**$0.00**
Balance	**WAIVED**

SEMINOLE MANOR
FORCEMAIN MODIFICATION

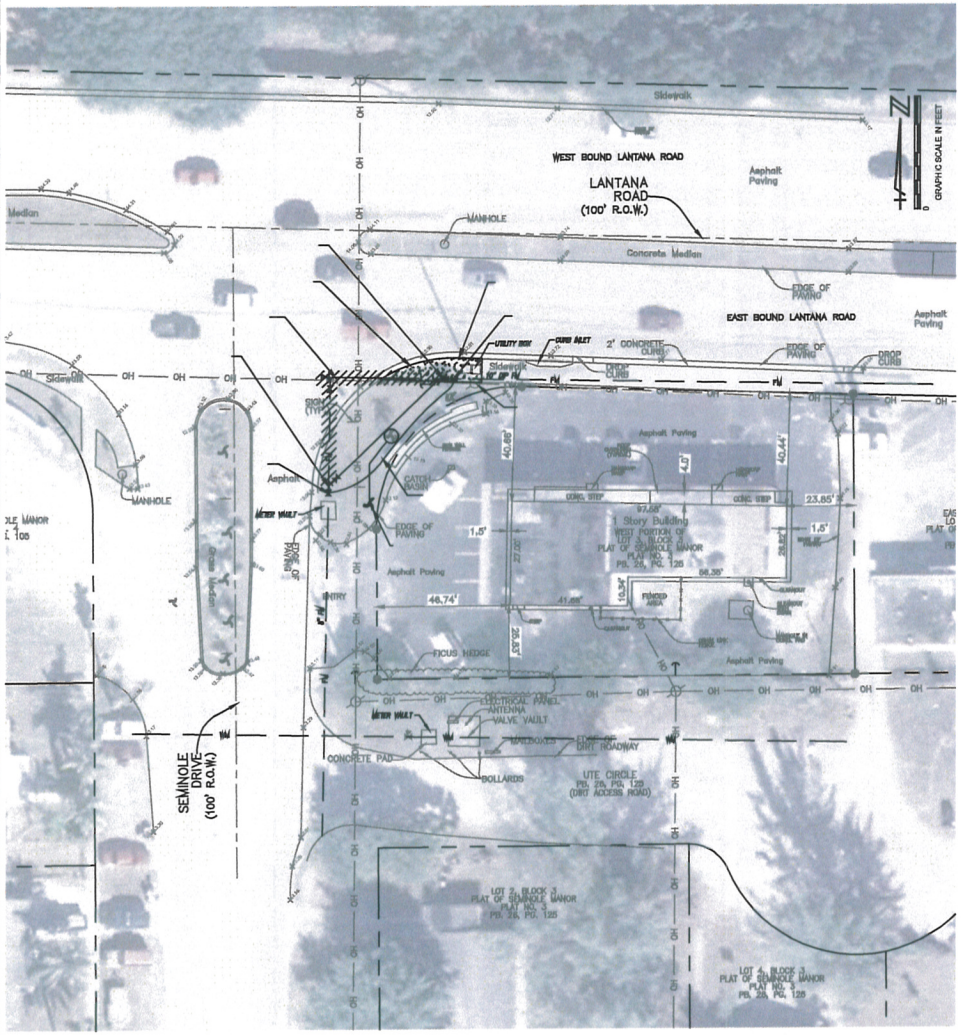
PREPARED FOR

PALM BEACH COUNTY, FLORIDA
CITY OF LAKE WORTH

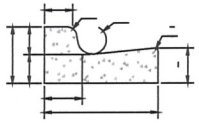
JUNE 2014

SECTION 42, TOWNSHIP 44 SOUTH, RANGE 43 EAST

MOCK • ROOS


WEST BOUND LANTANA ROAD
LANTANA ROAD (100' R.O.W.)
EAST BOUND LANTANA ROAD
Sidewalk
Asphalt Paving
Concrete Median
Median
MANHOLE
EDGE OF PAVING
2' CONCRETE CURB
DROP CURB
CURB INLET
UTILITY BOX
Asphalt
WATER VAULT
GATOR WASH
1 Story Building
WEST PORTION OF LOT 3, BLOCK 3
PLAT OF SEMINOLE MANOR
PLAT NO. 3
PB. 28, PG. 125
CONC. STEP
PINCED AREA
FICUS HEDGE
ELECTRICAL PANEL
ANTENNA
VALVE VAULT
CONCRETE PAD
BOLLARDS
DIRT ROADWAY
UTE CIRCLE
PB. 28, PG. 125
(DIRT ACCESS ROAD)
SEMINOLE DRIVE (100' R.O.W.)
LOT 2, BLOCK 3
PLAT OF SEMINOLE MANOR
PLAT NO. 3
PB. 28, PG. 125
LOT 4, BLOCK 3
PLAT OF SEMINOLE MANOR
PLAT NO. 3
PB. 28, PG. 125
GRAPHIC SCALE IN FEET

MOCK ROOS



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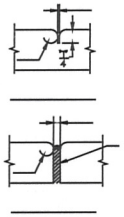
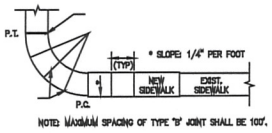
C5-1

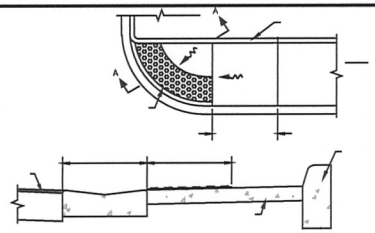




NOTE: MAXIMUM SPACING OF TYPE "B" JOINT SHALL BE 100'.

SIDEWALK THICKNESS – "T"	
LOCATION	"T"
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

2
C5-1



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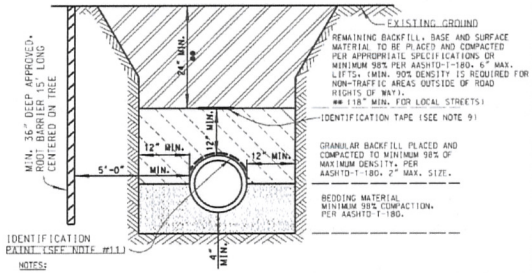
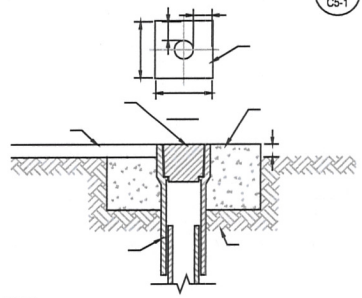
C5-1

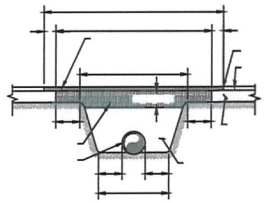


NOTES:

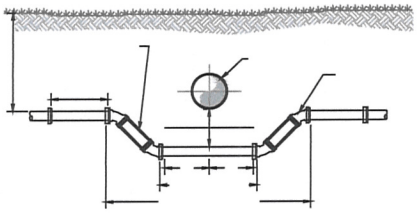
1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8" - 7/8" SIZING WITH EQUAL OR GREATER STRUCTURAL ADEQUACY AS EXISTING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK AND DEBRIS.
5. DENSITY TESTS SHALL BE TAKEN IN 1 FOOT LIFTS ABOVE THE PIPE AT INTERVALS OF 400' MAXIMUM. (MINIMUM 1 SET) OR AS DIRECTED BY THE CONSTRUCTION COORDINATION DIVISION. RESULTS SHALL BE SUBMITTED TO CONSTRUCTION COORDINATION AS PART OF THEIR FIELD REVIEW.
6. THE PERMITTEE/DEVELOPER/CONTRACTOR SHALL BE RESPONSIBLE TO COMPLY WITH ALL TRENCH SAFETY LAWS AND REGULATIONS.
7. SEE SEPARATE DETAIL FOR PAVED AREAS (OPEN CUT FOR THOROUGHFARE AND NON-THOROUGHFARE ROADS).
8. THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT DOCUMENTS.
9. * APPROVED MAGNETIC TAPE IS REQUIRED FOR ALL MAIN PRESSURE PIPES AND CONDUIT IN THE COUNTY'S RIGHT-OF-WAY. INSTALL TAPE 24" BELOW FINISHED GRADE.
10. ROOT BARRIER IS REQUIRED FOR APPROVED PIPE INSTALLATION CLOSER THAN 10 FEET FROM AN EXISTING TREE.
11. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SANITARY FORCE MAINS (GREEN), DIP RECLAIMED WATER MAINS (PURPLE), GAS MAINS (YELLOW), OR AS REQUIRED BY THE APWA.
12. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.

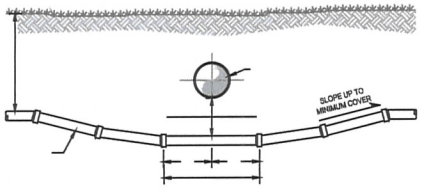
7
C5-1
TYPICAL TRENCH DETAIL (NON-PAVED AREAS)
PBC STANDARD DETAIL



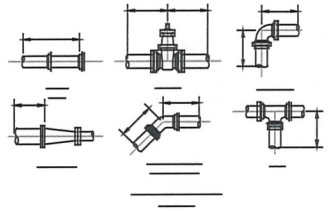


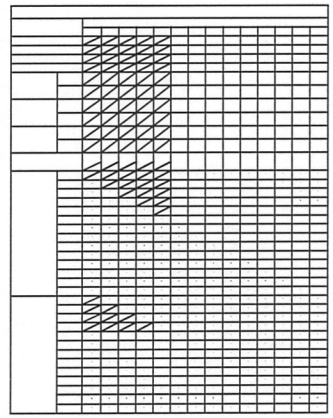
6
C5-1
ASPHALT ROAD REPLACEMENT
N.T.S.





5
C5-1
CAST IRON VALVE BOX
N.T.S.





4
C5-1

8
C5-1

9
C5-1

MOCK ROOS

BBUND-1 OP ID: R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/19/2014

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
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Daniel A. Touchet

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Co	20141
INSURER B : FCCI Insurance Co	10178
INSURER C : FCCI Commercial Ins Co	33472
INSURER D :	
INSURER E :	
INSURER F :	

INSURED B&B Underground Contractors, Inc.,
4050 Westgate Ave, Suite 110
West Palm Beach, FL 33409

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		GL00132623	04/01/2014	04/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA00206693	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT) PIP	$ $ $ $ $	1,000,000 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB00141513	04/01/2014	04/01/2015	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		001WC14A68265	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
C	Leased or Rented			CM00081191	04/01/2014	04/01/2015	Limit Ded		250,000 500

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

Job: Seminole Manor Forcemain Modifications, Lake Worth Solicitation
No. IFB-15-100
City of Lake Worth and Mock, Roos & Associates, Inc are additional insureds
with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

MOCKROO

Mock, Roos & Associates, Inc
Engineers-Surveyors-Planners
5720 Corporate Way
West Palm Beach, FL 33407-2066

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BBUND-1 OP ID: R3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/18/2014

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
Brown & Brown of Florida, Inc.
1201 W Cypress Creek Rd # 130
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
Daniel A. Touchet

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Trust Insurance Co	20141
INSURER B : FCCI Insurance Co	10178
INSURER C : FCCI Commercial Ins Co	33472
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
B&B Underground Contractors, Inc.,
4050 Westgate Ave, Suite 110
West Palm Beach, FL 33409

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		GL00132623	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			CA00206693	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			UMB00141513	04/01/2014	04/01/2015	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001WC14A68265	04/01/2014	04/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Leased or Rented			CM00081191	04/01/2014	04/01/2015	Limit	250,000
							Ded	500

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

Job: Seminole Manor Forcemain Modifications, Lake Worth Solicitation
No. IFB-15-100
City of Lake Worth and Mock, Roos & Associates, Inc are additional insureds
with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

LAKEWOR

City of Lake Worth
7 North Dixie Hwy
Lake Worth, FL 33460

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Purchase three replacement service vans from Duval Ford LLC Sales

SUMMARY:

The purchase will provide three service vans for the Transmission & Distribution / Meter Shop of the Electric Utility at an amount not to exceed $63,000.00.

BACKGROUND AND JUSTIFICATION:
The Transmission and Distribution / Meter Shop currently has three vehicles scheduled for replacement. Due to age, condition and safety concerns, the following vehicles are being replaced:

- Truck #141---1995 Chevrolet Astro Van
- Truck #258—1997 Chevrolet Astro Van
- Truck #190---1998 Chevrolet S-10 Pick up

These vehicles are currently being used by the Electric Utility as part of their daily operations and are past their useful life and to the daily needs of the Electric Utility. The new vehicles will have a 5 year, 75,000 mile warranty on them.

These vehicles are quoted by Duval Ford LLC under specification # 31 for the 2015 Ford Transit Connect (S6E), Florida Sherriff's contract (Bid # 14-22-0904). This item is a cooperative purchase (piggy back) and the Florida Sheriff's contract can be viewed at http://www.flsheriffs.org/our_program/purchasing_programs/cooperative-fleet-bid-awards/

MOTION:
I move to approve/not approve the purchase of three replacement vehicles from Duval Ford LLC Sales under a cooperative purchase use of the entire Sheriff's vehicle contract.

ATTACHMENT(S):
Fiscal Impact Analysis
Dealer Quote Sheet
Vehicle Specifications

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	63,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	63,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Public Services

Account Number	Account Description	FY2015 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery and Equipment / Vehicles	2,004,161	N/A	1,294,832.65	-63,000.00	1,231,832.65

C. Department Fiscal Review: _JB_

Prepared for:		Prepared by:	DATE: 11/21/2014
	City of LakeWorth Joel Rutskey Jrutsky@lakeworth.org 561-586-1725	Duval Ford Fleet Sales Laura Smith (Work) 904-388-2144 (Fax) 904-387-6816 laura.smith@duvalford.com 1616 Cassat Ave. Jax, FL 32210	
Email:			

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #13.11.0904 / 13.21.0904. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.

Labor	Code	Equipment		Price
0	SPEC 31	2015 Ford Transit Connect (S6E)		$ 18,800.00
0	BUA	BACK UP ALARM		$ 140.00
0	BUC	Back up Camera dealer installed		$ 565.00
0	CB575	Extended Warranty 5 yrs/ 75000 Basecare zero deductible		$ 1,475.00
0	Tot. Hrs	Optional labor rate for equipment listed above. Includes wire, loom, and shop supplies.	$100	$ -
TOTAL PURCHASE AMOUNT PER VEHICLE				$ 20,980.00

BID AWARD ANNOUNCEMENT

14-22-0904

Effective Dates:
October 1, 2014– September 30, 2015

POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

Participating Sheriffs Offices & Local Governmental Agencies of the State of Florida

Coordinated By

The
Florida Sheriffs Association
& Florida Association of Counties

FAC
FLORIDA ASSOCIATION OF COUNTIES
All About Florida

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

CARGO MINI VAN - FWD
SPECIFICATION #31

2015 Ford Transit Connect (S6E)

The Ford Transit Connect (S6E) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$18,612.00	$18,712.00	$18,712.00	$18,800.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
CARGO MINI VAN - FWD (Specification #31)			
Rountree-Moore Chevrolet, Cadillac, Nissan	2015 Chevrolet City Express Cargo Van FWD (15S60)	Western	$20,146.00
Rountree-Moore Chevrolet, Cadillac, Nissan	2015 Chevrolet City Express Cargo Van FWD (15S60)	Northern	$19,996.00
Rountree-Moore Chevrolet, Cadillac, Nissan	2015 Chevrolet City Express Cargo Van FWD (15S60)	Central	$20,098.00
Auto Nation Chevrolet Pembroke Pines	2015 Chevrolet City Express Cargo Van FWD (15S60)	Southern	$20,207.00
	2015 Ram Promaster (VMDL51)	Western	-- NB --
	2015 Ram Promaster (VMDL51)	Northern	-- NB --
	2015 Ram Promaster (VMDL51)	Central	-- NB --
	2015 Ram Promaster (VMDL51)	Southern	-- NB --
AutoNation Chrysler, Dodge, Jeep, Ram Pembroke Pines	2015 Ram C/V Tradesman (RTKE53)	Western	$20,749.00
AutoNation Chrysler, Dodge, Jeep, Ram Pembroke Pines	2015 Ram C/V Tradesman (RTKE53)	Northern	$20,749.00
AutoNation Chrysler, Dodge, Jeep, Ram Pembroke Pines	2015 Ram C/V Tradesman (RTKE53)	Central	$20,749.00
AutoNation Chrysler, Dodge, Jeep, Ram Pembroke Pines	2015 Ram C/V Tradesman (RTKE53)	Southern	$20,749.00
Duval Ford LLC	2015 Ford Transit Connect (S6E)	Western	$18,612.00
Duval Ford LLC	2015 Ford Transit Connect (S6E)	Northern	$18,712.00
Duval Ford LLC	2015 Ford Transit Connect (S6E)	Central	$18,712.00
Duval Ford LLC	2015 Ford Transit Connect (S6E)	Southern	$18,800.00
Beck Nissan Inc.	2015 Nissan NV 200 (67115)	★Western	$18,084.00
Rountree-Moore Chevrolet, Cadillac, Nissan	2015 Nissan NV 200 (67115)	★Northern	$17,956.00
Beck Nissan Inc.	2015 Nissan NV 200 (67115)	★Central	$18,034.00
Beck Nissan Inc.	2015 Nissan NV 200 (67115)	★Southern	$18,084.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

CARGO MINI VAN - FWD
SPECIFICATION #31

2015 Chevrolet City Express Cargo Van FWD (15S60)
2015 Ram Promaster (VMDL51)
2015 Ram C/V Tradesman (RTKE53)
2015 Ford Transit Connect (S6E)
2015 Nissan NV 200 (67115)

ALL ITEMS FACTORY INSTALLED UNLESS OTHERWISE INDICATED

INSTRUCTIONS: Listed above, you will find the model numbers of the vehicles that will be included in this year's contract.

1. ENGINE:

   a. Manufacturer's standard 4 cylinder gasoline engine, alternator, battery and cooling package.

2. TRANSMISSION/AXLE:

   a. Manufacturer's standard automatic transmission.
   b. Manufacturer's standard axle.
   c. Manufacturer's standard suspension system.

3. PERFORMANCE ITEMS:

   a. Manufacturer's standard power steering.
   b. Manufacturer's standard gauges.

4. COMFORT ITEMS:

   a. Manufacturer's standard air conditioning with 134A system.
   b. Manufacturer's standard AM/FM stereo.
   c. Manufacturer's standard floor covering.
   d. Manufacturer's standard production seats. Purchaser will select color at time of order.
   e. Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

5. SAFETY ITEMS:

   a. Dual outside mirrors and inside rearview mirror.
   b. Interior dome lights with left and right door activated switches.
   c. Manufacturer's standard air bags.

6. BRAKES:

   a. Four wheel anti-lock brake ABS system.

7. TIRES AND WHEELS:

   a. Manufacturer's standard tires and wheels.
   b. Manufacturer's spare tire and rim, if available.

8. CHASSIS, FRAME, CAB:

a. Manufacturer's standard door arrangements with side and rear glass placement.
b. Manufacturer's standard colors, factory painted. Colors to be determined by individual agencies.
c. Manufacturer's standard fuel tank.

VEHICLE:	Transit Connect (S6E)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$18,612.00	$18,712.00	$18,712.00	$18,800.00

Order Code	Delete Options	All Zones
	Satellite radio	NA
D59C [1]	Delete side glass	$20.00 [1]
D55A [1]	Delete rear glass	$85.00 [1]
D55A-59C [1]	Delete side and rear glass	$105.00 [1]

Order Code	Add Options	All Zones
	Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.	
S6F.110A [1]	Manufacturer's model upgrade package (specify pkg. bid) *XLT Model• Front Bumper – Body-Color, Painted• Front Fog Lamps• Power Adjust, HeatedExterior Mirrors with ManualFold – Black, Molded-in-Color• Rear Bumper End Caps –Body-Color, Painted• XLT Interior• 4-Spoke Steering Wheel with Satin Chrome Shells• 4-Way Manual Driver Seat with Manual Lumbar• 4.2" LCD Multi-function Display• 12V Powerpoint in Rear Cargo Area• AM/FM Stereo with Single-CD• Cloth Seating Surfaces• Complete Rear Trim Board(included with Rear Cargo Doors)• Cruise Control• Driver Sunvisor with VanityMirror and Ticket Strap• Dual Front Map Lights• Front Carpeted Floor Cover • Front Carpeted Floor Mats• In-Cluster Message Center• Passenger Sunvisor withVanity Mirror• Premium Front Center Closed Console• Satin Chrome Front DoorInner Release Handles• Front Row Full Width Overhead Storage Shelf with Front Grab Handles, Retention Net Powertrain/Functional• Wheels – 6.5" x 16" Steel with XLT Full Wheel Covers Safety/Security• MyKey ®. Use S7F.110 for long wheel base.* [1]	$1,524.00 [1]
S7E [1]	Long Wheel Base *Includes S7E model with 100a package and 121 inch wheelbase. Fixed rear and fixed second row glass included.* [1]	$990.00 [1]
6B [1]	Seat trim upgrade - specify *CLOTH. Included in model upgrade* [1]	$99.00 [1]
CNG [1]	CNG model - specify *REQUIRES 98G PREP NA with 99x 1.6L Ecoboost Engine- Dedicated and Bi-Fuel Systems.• 2.5L / 2.0L with CNG Prep Engine Package Offered by Ford.• 8.9 up to 17.8 GGE's Gasoline Gallon Equivalent (GGE) CNG Cylinder Options.• CNG Driving Range from 200 - 450 miles, Depends on Cylinder Package.• Comes with Standard Metal Carpeted CNG Tank Cover.• Includes Quarter Turn Manual Shut Off Valve Located Under Drivers Side Door.• CNG Fuel Economy Equivalent to that of Gasoline.• Meets EPA Certification Standards.• Seamlessly Intergrated with Ford Vehicle and Equipped with Ford On-Board Computer Control System.• Sequential Fuel Injection and Proprietary Fuel Delivery System.• Serviceable Through Ford Dealer Network with Standard Ford Diagnostic Equipment.• Delivers Excellent Horsepower and Torque.• Performs In Extreme Cold or Extreme Heat, High or Low Altitudes, or Any Inclement Weather Condition.• Original Ford Warranty Remains Intact & Altech-Eco 80,000 Miles/8 Year Emissions Components Warranty* [1]	$9,965.00 [1]
98g [1]	Bi-fuel model - specify *CNG/LPG Gaseous Engine Prep Package * N/A with option 99X* [1]	$314.00 [1]
CNG [1]	CNG conversion (discuss with dealer) *REQUIRES 98G PREP NA with 99x 1.6L Ecoboost Engine- Dedicated and Bi-Fuel Systems.• 2.5L / 2.0L with CNG Prep Engine Package Offered by Ford.• 8.9 up to 17.8 GGE's Gasoline Gallon Equivalent (GGE) CNG Cylinder Options.• CNG Driving Range from 200 - 450 miles, Depends on Cylinder Package.• Comes with Standard Metal Carpeted CNG Tank Cover.• Includes Quarter Turn Manual Shut Off Valve Located Under Drivers Side Door.• CNG Fuel Economy Equivalent to that of Gasoline.• Meets EPA Certification Standards.• Seamlessly Intergrated with Ford Vehicle and Equipped with Ford On-Board Computer Control System.• Sequential Fuel Injection and Proprietary Fuel Delivery System.• Serviceable Through Ford Dealer Network with Standard Ford Diagnostic Equipment.• Delivers Excellent Horsepower and Torque.• Performs In Extreme Cold or Extreme Heat, High or Low Altitudes, or Any Inclement Weather Condition.• Original Ford Warranty Remains Intact & Altech-Eco 80,000 Miles/8 Year Emissions Components Warranty* [1]	$9,965.00 [1]

VEHICLE:	Transit Connect (S6E)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$18,612.00	$18,712.00	$18,712.00	$18,800.00

LPG [1]	LPG conversion (discuss with dealer) *Requires 98g, FINAL pricing not available at time of bid, call for pricing.* [1]	NA[1]
582 [1]	AM/FM radio with single CD *Included in upgrade packages* [1]	$349.00[1]
87R [1]	Additional Key(s) or Key Fob(s) when applicable	$64.00[1]
	Remote keyless entry	Std
	Power door & windows	Std
	Side air bags	Std
	2nd row seat	NA
VV [1]	Vent visors - stick-on style	$160.00[1]
RS [1]	Rainshields - flange style	$160.00[1]
	255 degree rear door opening	NA
	Manual RH/LH door	Std
942 [1]	Daytime running lights	$44.00[1]
	Immobilize daytime running lights	Std
924 [1]	Deep tint for base *Privacy Glass (replaces normal tinted glass / 2nd row rearward where applicable)* Available only with options 55A, 59D and 59G on S6E and S7E body styles** Standard on E6F and E7F body styles *** Included with options 55A, 59C, 59D, 59F and 59G on S6F and S7F body styles. -- S6E or S7E with 59D/G less 55A (One Pane) $107, S6E or S7E with 55A less 59D/G OR E6E or E7E (Two Panes) $161, S6E or S7E with 59D/G and 55A $213, E6E or E7E with 59D/G (ThreePanes) $213-- S6E, S7E with 55A, and 59C/F; E6E or E7E with 59C/F (FourPanes) $267*	$314.00[1]
53T [1]	Class I trailer wiring *Trailer Tow Package (53T)railer Tow Hitch with Trailer Sway Control (Class 1, 2,000 lbs. capability, includes trailer module and 4-Pin Connector)• 4-pin connector• 4-pin wiring harness• Receiver hitch • Trailer sway control* [1]	$390.00[1]
53T [1]	Class I hitch *Trailer Tow Package (53T)railer Tow Hitch with Trailer Sway Control (Class 1, 2,000 lbs. capability, includes trailer module and 4-Pin Connector)• 4-pin connector• 4-pin wiring harness• Receiver hitch • Trailer sway control* [1]	$390.00[1]
N2 [1]	Nitrogen filled tires including spare tire	$196.00[1]
153 [1]	Front license bracket	NC[1]
BUA [1]	Backup alarm, dealer installed	$140.00[1]
	Backup alarm, factory installed	NA
58U [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed *AM/FM stereo/audio input jack/single-CD/MP3/4.2-inch LCD productivity screen/rear view camera (58U)• 2 front speakers. With XLT $249* [1]	$574.00[1]
BUC [1]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	$565.00[1]
RPO [1]	Optional equipment - specify *Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com. For Example: 99X ENGINE 1.6L EcoBoost® I-4 Gas, ($790)* [1]	$5.00[1]

VEHICLE:	Transit Connect (S6E)			
DEALER:	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC	Duval Ford LLC
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$18,612.00	$18,712.00	$18,712.00	$18,800.00

RANGER [1]	Optional equipment - specify *RANGER BULKHEAD: mesh use $770 SOLID BH use $810. UTILITY RACK use $995, RANGER Z10C4X CONTRACTOR PKG: use $2220 plus 5 hours labor. RANGER DOUBLE DROPDOWN LADDER RACK: MR02h287x use $2380 plus 2 hours labor.* [1]	$770.00[1]
KARGOMASTER [1]	Optional equipment - specify *GENSVC: General Service kargo master racks. SPECIFY use for appropriate package (PLUM, HVAC, ELEC, GEN) All packages Requires 5 Hours Install labor rate to be added. KM PARTITION NO DOOR, use $695. KM COMM PKG: Kargomaster shelving package use $1100.* [1]	$2,365.00[1]
KM LADDER [1]	Optional equipment - specify *KARGO MASTER LADDER RACK: SINGLE clamp and lock (requires 1 hour labor). For DOUBLE LOCK DOWN add $250. KARGO MASTER SLIDE DOWN SINGLE use $945 plus 1 hour labor, for the KM DOUBLE SLIDE, use $ 1350 plus 2 labor hours.* [1]	$675.00[1]
RDC [1]	Optional equipment - specify *Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements included. Not applicable when agency is domiciled in same zone as the base award. Amount is computed via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55* [1]	$345.00[1]
LABOR [1]	Labor rate per hour *Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation* [1]	$110.00[1]
TEMP [1]	Temporary tag	$6.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.)	$130.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
MP575 [1]	Maintenance Plan - specify *5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.* [1]	$1,860.00[1]
MP675 [1]	Maintenance Plan - specify *6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.* [1]	$1,905.00[1]
MP610 [1]	Maintenance Plan - specify *6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible.* [1]	$2,400.00[1]
CB575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2014 Pricing Guide* [1]	$1,475.00[1]
CE575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2014 Pricing Guide* [1]	$1,710.00[1]
CP575 [1]	Warranty - specify *5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP October 2014 Pricing Guide* [1]	$2,400.00[1]

$20,980.00

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Amended Amendment to an Agreement with LHoist North America of Alabama, LLC for the purchase of Bulk Quicklime for the Water Treatment Plant

SUMMARY:

The Amended Agreement authorizes the purchase of Quicklime from LHoist North America of Alabama LLC, under a cooperative purchasing contract for an amount not to exceed $128,939.80. This amount is based on an estimated usage for the year of 470 tons at $274.34 per ton, which is an increase of 2.31% from 2014.

BACKGROUND AND JUSTIFICATION:
The City of Lake Worth is a member of a local cooperative purchasing effort, which includes the Cities of Delray Beach and Boynton Beach. As a member of this purchasing cooperative the City of Lake Worth is able to leverage its purchasing power with its neighboring utilities to provide for the acquisition of a critical chemical, at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness color and iron content, as well as other contaminants. The approval of this purchase order will provide for the continued and uninterrupted delivery of Bulk Quicklime to the Water Treatment Plant.

The City of Boynton Beach bid the purchase under bid number 009-2821-13/JMA in November 2012. LHoist North America of Alabama, LLC was the lowest responsive bidder. The purchase agreement was extended one year to December 15, 2015, by the City of Boynton Beach on November 5, 2014, with a price of $274.34 per ton, which is an increase of 2.31% from 2014. Based on the cost effectiveness of this contract, it is recommended the City purchase this critical chemical from LHoist North America of Alabama, LLC for 2015 for an amount not to exceed $128,939.80.

MOTION:
I move to approve/disapprove an Amended Agreement with LHoist North America of Alabama, LLC, for bulk quicklime with a price of $274.34 per ton for 470 tons, in an amount not to exceed $128,939.80.

Attachments
1) Fiscal Analysis
2) Purchase Agreement
3) Boynton Beach Renewal Letter

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2015
Capital Expenditures	0
Operating Expenditures	$128,939.80
External Revenues	0
Program Income	0
In-Kind Match	0
Net Fiscal Impact	$128,939.80

B. Recommended Source of Funds/Summary of Fiscal Impact

The purchase of the quicklime is included as part of the annual budget for the Water Fund. If approved, this purchase will be made from the Water Treatment - chemical account #402-7022-533.52-30.

Utilities/Water Production				L. Hoist	North	America	Alabama
Account Number	Account Description	Project #	FY 2015 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Water Treatment Chemicals	N/A	$541,990.00	$541,990.00	$249,044.95	-$128,939.80	$120,105.15

C. Fiscal Review:

Larry Johnson – Director
Clyde Johnson - Finance

AMENDMENT TO AGREEMENT TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME (CO-OPERATIVE BID AGREEMENT)

THIS AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2015, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, 4720 Cleveland Heights Blvd., Suite 203, Lakeland, FL 33813 ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY as part of the Palm Beach County Purchasing Cooperative participated in the issuance of an invitation to bid for quicklime services (City of Boynton Beach Bid No. 009-2821-13/JMA) (the "ITB"); and,

WHEREAS, on or about December 4, 2012, the CONTRACTOR was awarded the ITB; and,

WHEREAS, pursuant to the ITB, the CITY must directly award a contract with the CONTRACTOR for quicklime services; and,

WHEREAS, the CITY entered a direct agreement with the CONTRACTOR on February 12, 2014, which agreement expired on December 14, 2014 (the "Agreement"); and,

WHEREAS, the City of Boynton has extended the term of the ITB through December 15, 2015; and,

WHEREAS, the CITY desires to amend its Agreement with the CONTRACTOR to extend the term through December 15, 2015.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Incorporated Documents. The Palm Beach County Purchasing Cooperative ITB and the CONTRACTOR's responsive Bid are hereby incorporated by reference into and expressly made a part of this Amendment as if set forth at length herein. The term of this Amendment shall be consistent with the term of the ITB and shall expire on December 15, 2015 (unless earlier terminated or extended pursuant to the ITB).

3. Maximum Expenditure. The CITY's purchase of quicklime services shall be consistent with the ITB and the amount paid by the CITY under this Amendment shall not exceed $128,939.80.

4. Miscellaneous.

A. Except as provided in the Amendment regarding the extension of the term, all terms and conditions of the Agreement remain in full force and effect.

B. This Amendment and the Agreement set forth the complete agreement between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Amendment to the Agreement to Furnish, Deliver and Discharge Bulk Quicklime as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ for
Glen J. Torcivia, City Attorney

CONTRACTOR: **LHOIST NORTH AMERICA OF ALABAMA, LLC**

By: _____

[Corporate Seal]

Print Name: John L. Thompson
Title: Florida Sales Manager

STATE OF FL)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 22 day of December, 2015 by John L. Thompson, as Florida Sales Manager (title), of LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, and who has authority to legally bind LHOIST NORTH AMERICA OF ALABAMA, LLC, and who is personally known to me or who has produced the following _____ as identification.

_____
NOTARY PUBLIC

ELIZABETH A. HART
MY COMMISSION # FF 018915
EXPIRES: September 17, 2017
Bonded Thru Notary Public Underwriters

The City of Boynton Beach

Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

November 5, 2014

Lhoist North America
1479 Town Center Drive, Suite 229
Lakeland, FL 33803

ATTN: Travis L. Plains

RE: CO-OPERATIVE BID to "FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME" BID NO.: 009-2821-13/JMA

NEW BID TERM: *DECEMBER 16, 2014 through DECEMBER 15, 2015*

Dear Mr. Plains:

At the City Commission meeting of November 5, 2014, the one year extension to the Co-op Bid to "Furnish Deliver and Discharge Quicklime" with a 2.31% increase was approved. With the increase, the delivered price for the City of Boynton Beach is $274.34 per ton.

The City of Boynton Beach estimated annual expenditure for the purchase of quicklime is $315,000. This product will be ordered on an "As Needed Basis".

The Certificate of Insurance on file from Lhoist North America expired October 1, 2014. Please e-mail an updated COI to Julianne Alibrandi: alibrandij@bbfl.us.

As lead agency for the Cooperative Purchasing Group of Boynton Beach, Delray Beach, and the City of Lake Worth, we look forward to our continued relationship with you and Lhoist North America.

Sincerely,

Tim W. Howard
Director of Financial Services

c: Bevis Pigott – Manager, Water Treatment and Quality
John Bullard – City of Delray Beach
Patsy Nadal - City of Delray Beach
Timothy Sloan – City of Lake Worth
Central File
File

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:

Agreement with Burton & Associates for a Comprehensive Integrated Financial Sustainability Analysis for the City's 2015/2016 budget

SUMMARY:

This Contract will provide for the development of an inter-active Comprehensive Integrated Financial Sustainability Analysis that will provide the framework for the development of a City wide business plan and the basis for the FY2015/16 through FY 2026 Budgets. The program will provide the information for multi-year plans and will be based on the consultants wide ranging knowledge of local government finance projections. The system will plot multiple variables and changes through all funds that would be affected and allows for real-time changes of variables.

BACKGROUND AND JUSTIFICATION:

The City has been struggling to overcome the economic downturn of 2007-2009. A number of problems have been dealt with and the City is moving toward financial stability. In order to continue that course the City needs to improve its ability to create multi-year plans that will achieve that goal and provide financial transparency.

Burton and Associates has provided the City's Water, Sewer and Regional Sewer Enterprise Funds with utility rate analyses and related financial services since 2008; and as a part of its services, they created a comprehensive financial analysis (FAM-XL© Model) for the Water, Sewer and Regional Sewer Enterprise Funds to better analyze the impact to those funds of different proposed rate and operational changes.

That platform has now been expanded and can be used for a Comprehensive Integrated Financial Sustainability Analysis on a City wide basis. This analysis will allow the City to immediately observe the impact of proposed fee and rate changes across all major funds and over a 10 year planning horizon. Using this analysis will significantly increase the efficiency and effectiveness of the preparation, approval and maintenance of the City's budget as well as provide the Commission with the information to clearly see the result of policy decision on the budget.

This Comprehensive Integrated Financial Sustainability Analysis and platform has been successfully used in the cities of Fort Lauderdale, St. Cloud, Fort Myers, Cape Coral, New Port Richey, Tarpon Springs, Dunnellon and Okeechobee County

Burton & Associates past service and experience with the City, their development of the FAM-XL© Model for the City's Water, Sewer and Regional Sewer Enterprise Funds as well as their distinctive field of expertise and experience in creating comprehensive (10-year) integrated financial sustainability analysis for local governments major funds gives them unique qualifications and expertise. The procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; in addition section 2-112(f), authorizes a single source procurement if the source is the only practical source or it is in the best interest of the City.

Once set up this comprehensive model will be a useful tool for the Policy Board and public to see the interrelationships of the City's funds and the impact of policy decisions in a transparent manner. The program is inter-active which allows for real-time changes of variables and plots those changes through all funds that would be affected. For example a change in electric rates or total KWH sold affects Electric Fund Revenues, Electric fund expenses such as cost of purchased power, and the contribution to the General fund, in turn that would affect revenues in the General Fund from contributions and Public Service Taxes which are based on the electric sales.

Even though the total contract is for $139,529, $64,477 of that total is for work in the utility funds that has been previously contracted with Burton and Utility Financial Solutions (electric rates). This contract brings those tasks into this contract and adds other City funds. The incremental cost for adding the other City funds is $75,052.

MOTION:

I move to execute/not execute an Agreement with Burton & Associates for a Comprehensive Integrated Financial Sustainability Analysis for the City in the amount of $139,529.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	139,529	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	139,529	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

City of Lake Worth		Burton & Associates Sustainability Analysis					
Account Number (s)		**Acct Description (s)**	**FY 2015 Budget**	**Amended Budget**	**Current Balance**	**Agenda Expenses**	**Remaining Balance**
001-1220-513.34-50 * Bud Xfer from **001-1220-513.12-10**		General Fund	817,054	817,054	750,692	(41,471)	709,221
401-6010-531.31-90		Electric Fund	33,000	33,000	29,150	(27,544)	1,606
402-7010-533.31-90		Water Fund	300,000	300,000	249,000	(12,900)	236,100
Bud Amendment 402-7010-533.31-90		Local Sewer Fund	300,000	300,000	236,100	(12,900)	223,200
Bud Amendment 402-7010-533.31-90		Regional Fund	300,000	300,000	223,200	(11,133)	212,067
410-5084-534.52-32		Sanitation Fund	22,000	22,000	22,000	(12,114)	9,886
408-5090-538.34-50		Stormwater Fund	97,500	92,609	32,655	(10,334)	22,321
140-8074-575.43-10		Beach Fund	178,801	178,801	178,801	(11,133)	167,668
						(139,529)	

C. Department Fiscal Review: ____SC_____

PROFESSIONAL SERVICES AGREEMENT
(Comprehensive Integrated Financial Sustainability Analysis)

THIS AGREEMENT ("Agreement") is entered on _____ day of _____, 2015, by and between the City of Lake Worth, a Florida municipal corporation ("City") and Burton & Associates, Inc., a Florida company ("Consultant").

RECITALS

WHEREAS, pursuant to a competitive solicitation award, the Consultant has provided the City's Water and Sewer Enterprise Fund with utility rate analyses and related financial services since 2008; and

WHEREAS, as part of its services, the Consultant utilized its comprehensive financial analysis (FAM-XL© Model) for the Water and Sewer Enterprise Fund to better analyze the impact to the Fund from different proposed rate changes; and

WHEREAS, the Consultant has expanded its FAM-XL© Model platform for other local governments in Florida in order to perform a comprehensive (10-year) integrated financial sustainability analysis for the local governments' major funds; and

WHEREAS, when used for a comprehensive integrated financial sustainability analysis, the Consultant's FAM-XL© Model allows local governments to immediately observe the impact on proposed fee and rate changes across all major funds; and

WHEREAS, if the Consultant's FAM-XL© Model were expanded to the City major funds, the City would have a comprehensive and integrated analysis of its funds significantly increasing the City's efficiency and effectiveness in the preparation, approval and maintenance of the City's budget; and

WHEREAS, the Consultant has provided the City with a written proposal to expand its FAM-XL© Model platform to perform a comprehensive (10-year) integrated financial sustainability analysis for the City's major funds; and

WHEREAS, the City's procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

WHEREAS, the City's procurement code, section 2-112(f), similarly authorizes a single source procurement without competition if the single source is the only practicable source or in the best interest of the City; and

WHEREAS, based on the Consultant's past service and experience with the City; the Consultant's development of its FAM-XL© Model for the City's Water and Sewer Enterprise Fund; the Consultant's distinctive field of expertise and experience in creating comprehensive (10-year) integrated financial sustainability analysis for local governments major funds; and, the

substantial development delay in seeking similar services from another consultant; it is recommended that the City enter a direct professional services agreement with the Consultant to expand its FAM-XL© Model platform to perform a comprehensive (10-year) integrated financial sustainability analysis for the City's major funds; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal (dated November 25, 2014) which is attached hereto as Exhibit "A" and incorporated herein, the Consultant shall expand its FAM-XL© Model platform to perform a comprehensive (10-year) integrated financial sustainability analysis for the City's major funds.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for the term necessary to complete all services set forth in the Consultant's proposal (Exhibit "A") unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon

the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

3. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24)

hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed One Hundred Thirty-Nine Thousand, Five Hundred Twenty-Nine Dollars ($139,529.00)**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have

insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court

having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statues, for CATEGORY TWO for a period of 36 months following the

date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

Burton and Associates, Inc.
Attn: Michael E. Burton, President
200 Business Park Circle, Suite 101
St. Augustine, FL 32095

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS . Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City. The Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The City accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents. **The City shall have no ownership, license to or other right to use the Consultant's FAM-XL© Model under this Agreement. All rights, title and interest in the Consultant's FAM-XL© Model shall remain with the Consultant.**

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

b. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the "Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Integrated Financial Sustainability Analysis) as of the day and year set forth above.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ For
Glen J. Torcivia, City Attorney

BURTON AND ASSOCIATES, INC.

By: _____
Michael E. Burton, President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 13 day of January, 2015, by Michael E. Burton, as President , of Burton and Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

_____
Notary Public

PAMELA J. LOPEZ
MY COMMISSION # EE 851399
EXPIRES: March 14, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

CONSULTANT's PROPOSAL (Dated November 25, 2014 – 21 pages)

BURTON & ASSOCIATES

November 25, 2014

Mr. Steven Carr
Acting Finance Director
City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461

Re: FY 2015 Comprehensive Integrated Financial Sustainability Analysis - Proposal

Dear Mr. Carr:

As Andy Burnham discussed with you, I have prepared this proposal to conduct a comprehensive Integrated Financial Sustainability Analysis (Analysis) for the City. As requested, this Analysis will be a comprehensive and integrated analysis of 1) the General Fund, 2) the Electric Utility Fund, 3) the Water Fund, 4) the Local Sewer Fund, 5) the Regional Sewer Fund, 6) the Sanitation Fund, 7) the Stormwater Fund, and 8) the Beach Fund. We have included initializing ten year financial sustainability models for all of the above referenced funds and the linking of all models to account for interfund transfers fund to fund.

This project is perfectly suited to being performed using our FAMS-XL© Model platform and the associated decision support process that has been utilized in the conduct of similar studies for the City's Water & Sewer Enterprise Fund for a number of years. Therefore, it will be a totally integrated analysis across the same modeling platform that will allow a clear vision as to the impacts of decisions that affect each fund being analyzed. This letter presents our proposed scope of services and fee proposal to perform the Analysis.

Scope of Services

It is our understanding that the scope of the analysis that you have requested is as follows:

All Funds – The scope of this analysis will be to initialize our ten year financial sustainability model for the General Fund and all of the other funds referenced above. These models will be used to determine the current and projected financial condition of the City's General Fund (GF), and each other fund included, over a ten-year forecast period. This process will support the development of the FY 2016 budget and could also be used to inform the development of not only the current budget but also a multi-year budget if the City so desired. The modeling process will also allow City staff and the City Commission to measure the effects of various combinations of cost reductions and/or revenue enhancement options that could be considered to maintain financial sustainability over the forecast period and to develop an integrated financial plan that will be sustainable over the ten year projection period.

Specifically, we will work with you using our dynamic, interactive modeling process to determine the outcomes that would be required for long-term financial sustainability. We will also include an analysis of the net impact of the alternatives evaluated upon parcels of various values and utility customers of

various classes. The final objective will be to present an integrated vision of the current and future financial condition of the General Fund and all other funds included in order to develop an integrated ten year financial plan for the long term financial sustainability of all funds.

Approach

We propose a comprehensive process that will involve 1) customizing our General Fund FAMS-XL© model to precisely replicate the financial dynamics of your General Fund, 2) initiating financial sustainability models using our FAMS-XL© model for the Electric, Sanitation, Stormwater and Beach Funds, and 3) updating our FAMS-XL© models for the Water Fund, Local Sewer Fund and the Regional Sewer Fund, all of which will be linked in order to model the interfund transfers fund to fund. These Models will serve as the tools which we will use to 1) establish a baseline ten-year financial forecast of each fund's current and projected financial condition, 2) evaluate cash flow and reserve levels, 3) evaluate interfund transfers, 4) evaluate cost reduction and revenue enhancement alternatives that are identified during the Analysis, 5) evaluate potential economic development initiatives and their affects upon the General Fund, and 6) develop a ten-year, integrated, sustainable financial plan for all funds.

The process will include a number of meetings and interactive work sessions with City staff to ensure that we have understood and accurately reflected the City's flow of funds, reserve policies, budget categories, cost escalation rates, growth assumptions, etc. in the Models. During these work sessions we will work with City staff in determining viable scenarios of reduced costs and/or increased revenue, through either revenue diversification alternatives and/or increases in current revenue sources, in order to provide for a financially sustainable future for the City at its desired levels of service.

We will then present the results/alternative scenarios to the City Commission in a work session after which we will make any adjustments based upon input from the City Commission. To the extent required, we can present the adjusted results to the City Commission in a second workshop after which we will make any further adjustments based upon input from the City Commission, at which time we will document the results of the Analysis in a Final Report.

We have structured this project into eight work elements, one work element for each fund included. For each work element the following will be accomplished:

Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan

This task will include setting up our FAMS-XL© model to replicate the financial dynamics of the each fund assuming the status quo in terms of expenses and revenues, adjusted by reasonable escalation factors for future years. The results of this analysis will be a diagnostic view of 1) each fund's current financial condition in terms of cash flow, reserve balances and other factors as identified during the study, and 2) the fund's projected financial condition over a ten year projection period based upon the normal escalation factors mentioned above. We will then work with City staff to identify financially sustainability strategies to include 1) potential cost reduction and revenue enhancement/diversification strategies, 2) transfers from other funds, and 3) alternative decision scenarios to be modeled to determine the effect upon the financial sustainability of each fund. The completion of this task element will be the development of alternative strategies that will provide for financial sustainability of each fund over the ten year projection period.

Present Findings to the City Commission and Prepare a Final Report

In this task, we will present the findings of the analysis to the City Commission in an interactive workshop. During this workshop, the financial sustainability model for the subject fund will be up and running with the control panel displayed on a large viewing screen. During the work session we can evaluate scenarios and perform ad hoc "what if" analyses at the Commission's request in real time with instantaneous results. At the completion of the workshop, we will make any further adjustments to the models based upon input from the City Commission, at which time we will document the results of the Analysis in a Draft Report and then a Final Report.

Cost Proposal

I have developed a detailed Work Plan and Cost Estimate Schedule (Schedule) that presents a detailed description of the tasks and sub-task of the process, the estimated man-hours required by consultant, and the estimated fees to accomplish the analysis. The Schedule is enclosed in the Appendix at the end of this proposal and it shows the following cost estimates by the work element (fund), inclusive of out-of-pocket expenses and net of a 20% discount in recognition of 1) cost savings in meetings and mobilization by including eight funds in the project, 2) the long relationship that we have had with the City and our desire to be a partner in dealing with the particularly difficult financial challenges facing the City. A Fee Summary by fund is presented below:

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

Fee Summary by Fund

BURTON & ASSOCIATES

SUMMARY BY WORK ELEMENT		Fee			
		Fee Inclusive of Expenses	Discount %	Discount Amount	Discounted Fee
WORK ELEMENT 1:	GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS	$51,839	20%	-$10,368	$41,471
WORK ELEMENT 2:	ELECTRIC UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS	$34,430	20%	-$6,886	$27,544
WORK ELEMENT 3:	WATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS	$16,125	20%	-$3,225	$12,900
WORK ELEMENT 4:	LOCAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS	$16,125	20%	-$3,225	$12,900
WORK ELEMENT 5:	REGIONAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS	$13,916	20%	-$2,783	$11,133
WORK ELEMENT 6:	SANITATION UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS	$15,143	20%	-$3,029	$12,114
WORK ELEMENT 7:	STORMWATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS	$12,917	20%	-$2,583	$10,334
WORK ELEMENT 8:	BEACH FUND FINANCIAL SUSTAINABILITY ANALYSIS	$13,916	20%	-$2,783	$11,133
TOTAL ALL FUNDS		$174,411	20%	-$34,882	$139,529

It is our practice to invoice monthly based upon the percentage of each task of each work element completed. To the extent that additional presentations, meetings, analysis, or any other services are requested by the City that are beyond the scope identified in the above referenced Schedule, they will be completed based upon the necessary time and the hourly rates identified within the Schedule.

Schedule

We can begin work on this assignment immediately. Upon receipt of a Notice-to-Proceed and all required data, the preliminary results of sub-work elements A for each fund – Diagnostic Evaluation and Development of a Ten Year Sustainable Financial Plan, can be presented to City staff and management within approximately 90 days and sub-work elements A of each major work element can then be completed within the next 30 days for a total of 120 days. Sub-work elements B of each major work element can be completed within 30 days of completion of Work Elements A. Therefore, the entire project can be completed within 150 days of receipt of a notice to proceed.

Conclusion

We are delighted to have the opportunity to present this proposal to you. We value the City as one of our long term clients and would welcome the opportunity to assist with this very important project. If you have any questions or would like to discuss this proposal, please do not hesitate to call me at (904) 247-0787 or Andy Burnham at (813) 443-5138. Again, it has been a pleasure to be of service to the City, and we look forward to the opportunity to work together in providing you and the City with the extraordinary vision that this process provides.

Very truly yours,

Michael E. Burton
President

Enclosures

If the terms of this proposal are acceptable, please affix the appropriate signature below and return a copy (email or facsimile will be acceptable) to us for our files:

Accepted by the City of Lake Worth, FL:	**Accepted by Burton & Associates, Inc.**
Signature	*Signature*
	President
Title	*Title*
	11/25/14
Date	*Date*

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 1:	**GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 1A:	**Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan**				
TASK 1	***Initiate the Project***				
1.1	Conduct Project Kick-off meeting via conference call.	1	1	1	3
1.2	Obtain and review property, customer, usage and financial and operating data need for the analysis of all funds.	1	1	2	4
TASK 2	***Customize FAMS-XL© Model for the City's General Fund***				
2.1	Define specific requirements and refinements of the General Fund (GF) Model functionality and data required.				
	b. Prepare data requirements list to include financial and other data to be provided by the City and property data, from the County Property Appraiser's Office.	0	1	2	3
	c. Review information/data provided and request clarification/additional data as required.	0	1	4	5
	d. Conduct conference with City staff to discuss issues with data, timeline, reaffirmation of the system requirements,	1	1	1	3
2.2	Make adjustments to GF Model to address specific General Fund user requirements and data as determined in the prior task.	2	3	6	11
2.3	Make adjustments to GF Model to address specific CRA user requirements and data as determined in the prior task.	2	3	6	11
TASK 3	***Populate the model and perform analysis, including evaluation of cost reduction and revenue diversification scenarios.***				
3.1	Input financial, property, and other data into Burton & Associates' proprietary FAMS XL© model for the General Fund model, project year end results for the current year and run the model and produce preliminary output for identified scenarios, including a ten year financial management program that will include the following:	8	24	56	88
	o Property data base by parcel				
	- Complete data base of all parcels in the City with relevant information such as taxable value, exemptions, current tax, etc., including adjustment factors for each parcel, or parcels by property classes, for future years.				
	- Above referenced property data base integrated so that changes in assumptions for future years are linked to the calculation algorithms of the model.				
	o Operations and Maintenance (O&M) Budget and projections				
	- O&M budget categories, initial year budget and projections of budget in future years.				
	- Inflation factors for each O&M budget cost category.				
	o Capital Improvements Program (10 year)				
	- Project listing by year (including alternative Master Plan/CIP scenarios)				
	- Identification of funding source by project by year for each scenario				
	o Borrowing Program (for each Master Plan/CIP scenario)				
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
	- Annual debt service of bond issue(s)/loan(s)				

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 1:	**GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
	o Revenue Sufficiency Analysis				
	- Annual revenue projections for all GF revenue sources, including variable annual adjustment factors for each revenue source.				
	- Annual plan to provide sufficient revenues for each scenario evaluated through adjustments to O&M costs, capital costs, millage rates, etc.				
	o Sources and Uses of Funds Analysis				
	o Funds Analysis				
	- Spend down limits (minimum reserve requirements) by fund.				
	- Beginning and ending funds balances by fund by year.				
	o Analysis of prior and current year performance versus performance criteria.				
3.2	Program interfund transfers to/from the Water & Sewer and Electric Utility Funds.	0	2	4	6
3.3	Identify, quantify, and set-up potential revenue diversification alternatives within the General Fund model.	0	2	4	6
3.4	Review preliminary output with consulting team, make adjustments, and re-run models.	2	3	4	9
3.5	Conduct an interactive review session with City staff to review the preliminary results of the ten year projection of revenue sufficiency of the General Fund and the CRA.	4	4	4	12
3.6	Make adjustments based upon input from City staff and prepare preliminary schedules of initial results.	2	6	16	24
3.7	Conduct a second interactive review session with City staff to review the preliminary results of the ten year projection of revenue sufficiency of the General Fund and the CRA.	4	4	4	12
3.8	Make adjustments based upon input from City staff and prepare preliminary schedules of initial results.	2	6	16	24
TASK 4	***Identify and Evaluate Financial Sustainability Alternatives***				
4.1	Identify alternatives to ensure financial sustainability to include cost reduction and revenue enhancement/diversification strategies.	1	1	1	3
4.2	Adjust the Model to include the strategies identified in the prior task.	1	2	4	7
4.4	Conduct an interactive work session with City staff to review the above referenced strategies.	3	3	3	9
4.4	Make adjustments based upon input from City staff in the prior task.	1	2	4	7
4.5	Conduct an interactive work session with City staff to review the above referenced adjusted strategies.	3	3	3	9
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 1A		38	73	145	256
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 1A		$7,790	$13,505	$19,575	**$40,870**
ESTIMATED EXPENSES - WORK ELEMENT 1A	4.00%				**$1,635**
TOTAL ESTIMATED COST - WORK ELEMENT 1A					**$42,505**

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS			
	Project Principal	Project Director	Project Consultant/ Analyst	Total Project
Hourly rate->	$205	$185	$135	
WORK ELEMENT 1: GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS				
Work Element - 1B: Present Findings to City Management and Commission and Prepare a Final Report				
TASK 5 Present findings to City Management and Commission				
5.1 Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	2	1	4
5.2 Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
5.3 Present the results of the analysis to City Commission in a workshop.	3	3	3	9
5.4 Make adjustments based upon input and direction from City Commission.	0	1	4	5
5.5 Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
5.6 Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 6 Document the results in a Report.				
6.1 Document the results of the analysis in a Draft Report.	4	8	16	28
6.2 Make adjustments based upon input from City staff and prepare the Final Report.	1	2	4	7
6.3 Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 1B	10	17	28	55
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 1B	$2,050	$3,145	$3,780	**$8,975**
ESTIMATED EXPENSES - WORK ELEMENT 1B 4.00%				**$359**
TOTAL ESTIMATED COST - WORK ELEMENT 1B				**$9,334**
TOTAL WORK ELEMENT 1 - GENERAL FUND FINANCIAL SUSTAINABILITY ANALYSIS				
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 1	48	90	173	311
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 1	$9,840	$16,650	$23,355	**$49,845**
ESTIMATED EXPENSES - WORK ELEMENT 1 4.00%				**$1,994**
TOTAL ESTIMATED COST - WORK ELEMENT 1				**$51,839**

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS				
	Project Principal	Project Director	Project Consultant/ Analyst	Subconsultant: Utility Financial Solutions	Total Project
Hourly rate->	$205	$185	$135	$160	
WORK ELEMENT 2: ELECTRIC UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS					
Work Element - 2A: Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan					
Task 1 Develop a Multi-year Financial Forecast and Financial Plan for the Electric Utility Fund.					
1.1 Prepare and integrate electric customer and demand analysis to project growth by customer class, trends in usage patterns and total projected electric system customers and usage.	1	2	4	20	27
1.2 Prepare and integrate power supply cost and recovery analysis based upon customer/demand forecast, current cost of power supply, and recovery mechanisms.	1	2	4	20	27
1.3 Obtain, verify and input financial and billing data into Burton & Associates proprietary **FAMS XL ©** model, run the model and produce preliminary output, including a ten year financial management program that will include the following for the electric utility system:	2	8	20	0	30
o Capital Improvements Program					
- Project listing by year					
- Alternative financing options for capital projects					
- Optimum funding source by project by year					
o Borrowing Program					
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be					
- Timing of bond issue(s)/loan(s) to provide required borrowed funds					
- Annual debt service of bond issue(s)/loan(s)					
o Revenue Sufficiency Analysis					
- Annual revenue projections					
- Annual operations and maintenance expense projections					
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt					
- Alternative plans of annual percentage rate adjustments to the electric rates to provide sufficient revenues for each					
o Sources and Uses of Funds Analysis					
o Funds Analysis					
- Spend down limits (minimum reserve requirements) by fund					
- Beginning and ending funds balances by fund by year					
1.3 Make adjustments to **FAMS-XL©** to model alternative scenarios for the Electric Utility Fund.	1	4	6	2	13
1.4 Review results with consulting team, make required adjustments and create alternatives scenarios.	2	3	6	4	15
1.5 Meet with City staff in an interactive work session to review preliminary results.	3	3	3	3	12
1.6 Make adjustments as required based upon input from City staff in the prior sub-task.	0	2	4	3	9
1.7 Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate	2	2	2	2	8
1.8 Make adjustments as required based upon input from City staff in the prior sub-task.	0	1	2	1	4
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 2A	12	27	51	55	145
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 2A	$2,460	$4,995	$6,885	$8,800	**$23,140**
ESTIMATED EXPENSES - WORK ELEMENT 2A 4.00%					**$926**
TOTAL ESTIMATED COST - WORK ELEMENT 2A					**$24,066**

Burton & Associates
200 Business Park Circle, Suite 101•St. Augustine, Florida 32095• Phone (904) 247-0787
E-mail: *mburton@burtonandassociates.com*

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS				
	Project Principal	Project Director	Project Consultant/ Analyst	Subconsultant: Utility Financial Solutions	Total Project
Hourly rate->	$205	$185	$135	$160	
WORK ELEMENT 2: ELECTRIC UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS					
Work Element - 2B: Present Findings to City Management and Commission and Prepare a Final Report					
TASK 2 Present findings to City Management and Commission					
2.1 Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	2	1	1	5
2.2 Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	0	2
2.3 Present the results of the analysis to City Commission in a workshop.	3	3	3	3	12
2.4 Make adjustments based upon input and direction from City Commission.	0	1	3	2	6
2.5 Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---				
2.6 Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---				
TASK 3 Document the results in a Report.					
3.1 Document the results of the analysis in a Draft Report.	3	6	12	6	27
3.2 Make adjustments based upon input from City staff and prepare the Final Report.	1	2	4	2	9
3.3 Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---				
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 2B	9	15	23	14	61
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 2B	$1,845	$2,775	$3,105	$2,240	**$9,965**
ESTIMATED EXPENSES - WORK ELEMENT 2B 4.00%					**$399**
TOTAL ESTIMATED COST - WORK ELEMENT 2B					**$10,364**
TOTAL WORK ELEMENT 2 - ELECTRIC UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS					
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 2	21	42	74	69	206
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 2	$4,305	$7,770	$9,990	$11,040	**$33,105**
ESTIMATED EXPENSES - WORK ELEMENT 2 4.00%					**$1,325**
TOTAL ESTIMATED COST - WORK ELEMENT 2					**$34,430**

City of Lake Worth

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 3:	**WATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 3A:	**Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan**				
Task 1	***Develop a Multi-year Financial Forecast and Financial Plan for the Water Utility Fund.***				
1.1	Prepare water customer and demand analysis for each fund to determine changes from the initial study in projected growth, trends in usage patterns and total projected water system customers, ERCs and usage.	0	1	4	5
1.2	Obtain, verify and input financial and billing data into Burton & Associates proprietary **FAMS XL ©** model, run the model and produce preliminary output, including a ten year financial management program that will include the following separately for the water system:	1	4	24	29
	o Capital Improvements Program				
	- Project listing by year				
	- Alternative financing options for capital projects				
	- Optimum funding source by project by year				
	o Borrowing Program				
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
	- Annual debt service of bond issue(s)/loan(s)				
	o Revenue Sufficiency Analysis				
	- Annual revenue projections				
	- Annual operations and maintenance expense projections				
	- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
	- Alternative plans of annual percentage rate adjustments to the water rates to provide sufficient revenues for each service.				
	o Sources and Uses of Funds Analysis				
	o Funds Analysis				
	- Spend down limits (minimum reserve requirements) by fund				
	- Beginning and ending funds balances by fund by year				
1.3	Allocate costs/revenue requirements to service based upon appropriate allocation criteria.	0	2	4	6
1.4	Make adjustments to **FAMS-XL©** to model up to two scenarios.	0	1	3	4
1.5	Review results with consulting team, make required adjustments and create alternatives scenarios.	1	1	2	4
1.6	Meet with City staff in an interactive work session to review preliminary results.	3	3	3	9
1.7	Make adjustments as required based upon input from City staff in Task 2.4.	0	2	4	6
1.8	Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	2	2	2	6
1.9	Conduct and Compile a Comparative Rate Survey	0	1	2	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 3A		7	17	48	72
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 3A		$1,435	$3,145	$6,480	**$11,060**
ESTIMATED EXPENSES - WORK ELEMENT 3A	4.00%				**$442**
TOTAL ESTIMATED COST - WORK ELEMENT 3A					**$11,502**

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City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS		ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 3:	**WATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 3B:	**Present Findings to City Management and Commission and Prepare a Final Report**				
TASK 2	***Present findings to City Management and Commission***				
2.1	Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	2	1	4
2.2	Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
2.3	Present the results of the analysis to City Commission in a workshop.	2	2	2	6
2.4	Make adjustments based upon input and direction from City Commission.	0	1	2	3
2.5	Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
2.6	Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 3	***Document the results in a Report.***				
3.1	Document the results of the analysis in a Draft Report.	1	2	6	9
3.2	Make adjustments based upon input from City staff and prepare the Final Report.	0	1	2	3
3.3	Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 3B		5	9	13	27
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 3B		$1,025	$1,665	$1,755	**$4,445**
ESTIMATED EXPENSES - WORK ELEMENT 3B	4.00%				**$178**
TOTAL ESTIMATED COST - WORK ELEMENT 3B					**$4,623**
TOTAL WORK ELEMENT 3 - WATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS					
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 3		12	26	61	99
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 3		$2,460	$4,810	$8,235	**$15,505**
ESTIMATED EXPENSES - WORK ELEMENT 3	4.00%				**$620**
TOTAL ESTIMATED COST - WORK ELEMENT 3					**$16,125**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS			
	Project Principal	Project Director	Project Consultant/ Analyst	Total Project
Hourly rate->	$205	$185	$135	
WORK ELEMENT 4: LOCAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
Work Element - 4A: Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan				
Task 1 Develop a Multi-year Financial Forecast and Financial Plan for the Local Sewer Utility Fund.				
1.1 Prepare local sewer customer and demand analysis for each fund to determine changes from the initial study in projected growth, trends in usage patterns and total projected local sewer system customers, ERCs and usage.	0	1	4	5
1.2 Obtain, verify and input financial and billing data into Burton & Associates proprietary FAMS XL © model, run the model and produce preliminary output, including a ten year financial management program that will include the following separately for the local sewer system:	1	4	24	29
o Capital Improvements Program				
- Project listing by year				
- Alternative financing options for capital projects				
- Optimum funding source by project by year				
o Borrowing Program				
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
- Annual debt service of bond issue(s)/loan(s)				
o Revenue Sufficiency Analysis				
- Annual revenue projections				
- Annual operations and maintenance expense projections				
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
- Alternative plans of annual percentage rate adjustments to the local sewer rates to provide sufficient revenues for each service.				
o Sources and Uses of Funds Analysis				
o Funds Analysis				
- Spend down limits (minimum reserve requirements) by fund				
- Beginning and ending funds balances by fund by year				
1.3 Allocate costs/revenue requirements to service based upon appropriate allocation criteria.	0	2	4	6
1.4 Make adjustments to **FAMS-XL©** to model up to two scenarios.	0	1	3	4
1.5 Review results with consulting team, make required adjustments and create alternatives scenarios.	1	1	2	4
1.6 Meet with City staff in an interactive work session to review preliminary results.	3	3	3	9
1.7 Make adjustments as required based upon input from City staff in Task 2.4.	0	2	4	6
1.8 Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	2	2	2	6
1.9 Conduct and Compile a Comparative Rate Survey	0	1	2	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 4A	7	17	48	72
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 4A	$1,435	$3,145	$6,480	**$11,060**
ESTIMATED EXPENSES - WORK ELEMENT 4A 4.00%				**$442**
TOTAL ESTIMATED COST - WORK ELEMENT 4A				**$11,502**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS			
	Project Principal	Project Director	Project Consultant/ Analyst	Total Project
Hourly rate->	$205	$185	$135	
WORK ELEMENT 4: LOCAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
Work Element - 4B: Present Findings to City Management and Commission and Prepare a Final Report				
TASK 2 Present findings to City Management and Commission				
2.1 Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	2	1	4
2.2 Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
2.3 Present the results of the analysis to City Commission in a workshop.	2	2	2	6
2.4 Make adjustments based upon input and direction from City Commission.	0	1	2	3
2.5 Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
2.6 Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 3 Document the results in a Report.				
3.1 Document the results of the analysis in a Draft Report.	1	2	6	9
3.2 Make adjustments based upon input from City staff and prepare the Final Report.	0	1	2	3
3.3 Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 4B	5	9	13	27
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 4B	$1,025	$1,665	$1,755	**$4,445**
ESTIMATED EXPENSES - WORK ELEMENT 4B 4.00%				**$178**
TOTAL ESTIMATED COST - WORK ELEMENT 4B				**$4,623**
TOTAL WORK ELEMENT 4 - LOCAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 4	12	26	61	99
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 4	$2,460	$4,810	$8,235	**$15,505**
ESTIMATED EXPENSES - WORK ELEMENT 4 4.00%				**$620**
TOTAL ESTIMATED COST - WORK ELEMENT 4				**$16,125**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS			
	Project Principal	Project Director	Project Consultant/ Analyst	Total Project
Hourly rate->	$205	$185	$135	
WORK ELEMENT 5: REGIONAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
Work Element - 5A: Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan				
Task 1 Develop a Multi-year Financial Forecast and Financial Plan for the Electric Utility Fund.				
1.1 Prepare regional sewer demand analysis to determine changes from the last study in projected growth, trends in usage patterns.	0	1	2	3
1.2 Obtain, verify and input financial and billing data into Burton & Associates proprietary **FAMS XL ©** model, run the model and produce preliminary output, including a ten year financial management program that will include the following:	1	4	16	21
o Capital Improvements Program				
- Project listing by year				
- Alternative financing options for capital projects				
- Optimum funding source by project by year				
o Borrowing Program				
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
- Annual debt service of bond issue(s)/loan(s)				
o Revenue Sufficiency Analysis				
- Annual revenue projections				
- Annual operations and maintenance expense projections				
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.				
o Sources and Uses of Funds Analysis				
o Funds Analysis				
- Spend down limits (minimum reserve requirements) by fund				
- Beginning and ending funds balances by fund by year				
1.3 Allocate costs/revenue requirements to service based upon appropriate allocation criteria.	0	1	3	4
1.4 Make adjustments to **FAMS-XL©** to model up to two scenarios.	0	1	3	4
1.5 Review results with consulting team, make required adjustments and create alternatives scenarios.	1	1	2	4
1.6 Meet with City staff in an interactive work session to review preliminary results.	3	3	3	9
1.7 Make adjustments as required based upon input from City staff in Task 2.4.	0	2	4	6
1.8 Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	2	2	2	6
1.9 Conduct and Compile a Comparative Rate Survey	0	1	2	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 5A	7	16	37	60
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 5A	$1,435	$2,960	$4,995	**$9,390**
ESTIMATED EXPENSES - WORK ELEMENT 5A 4.00%				**$376**
TOTAL ESTIMATED COST - WORK ELEMENT 5A				**$9,766**

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City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS		ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 5:	**REGIONAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 5B:	**Present Findings to City Management and Commission and Prepare a Final Report**				
TASK 2	***Present findings to City Management and Commission***				
2.1	Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	2	1	4
2.2	Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
2.3	Present the results of the analysis to City Commission in a workshop.	2	2	2	6
2.4	Make adjustments based upon input and direction from City Commission.	0	1	2	3
2.5	Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
2.6	Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 3	***Document the results in a Report.***				
3.1	Document the results of the analysis in a Draft Report.	1	1	4	6
3.2	Make adjustments based upon input from City staff and prepare the Final Report.	0	1	2	3
3.3	Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 5B		5	8	11	24
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 5B		$1,025	$1,480	$1,485	**$3,990**
ESTIMATED EXPENSES - WORK ELEMENT 5B	4.00%				**$160**
TOTAL ESTIMATED COST - WORK ELEMENT 5B					**$4,150**
TOTAL WORK ELEMENT 5 - REGIONAL SEWER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS					
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 5		12	24	48	84
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 5		$2,460	$4,440	$6,480	**$13,380**
ESTIMATED EXPENSES - WORK ELEMENT 5	4.00%				**$536**
TOTAL ESTIMATED COST - WORK ELEMENT 5					**$13,916**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 6:	**SANITATION UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 6A:	**Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan**				
Task 1	***Develop a Multi-year Financial Forecast and Financial Plan for the Electric Utility Fund.***				
1.1	Prepare sanitaiton customer/property analysis to determine projected growth and total stormwater system billable customers/properties by class of service.	0	1	2	3
1.2	Obtain, verify and input financial and billing data into Burton & Associates proprietary **FAMS XL ©** model, set-up and run the model and produce preliminary output, including a ten year financial management program that will include the following:	1	6	22	29
	o Capital Improvements Program				
	- Project listing by year				
	- Alternative financing options for capital projects				
	- Optimum funding source by project by year				
	o Borrowing Program				
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
	- Annual debt service of bond issue(s)/loan(s)				
	o Revenue Sufficiency Analysis				
	- Annual revenue projections				
	- Annual operations and maintenance expense projections				
	- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
	- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.				
	o Sources and Uses of Funds Analysis				
	o Funds Analysis				
	- Spend down limits (minimum reserve requirements) by fund				
	- Beginning and ending funds balances by fund by year				
1.3	Allocate costs/revenue requirements to service based upon appropriate allocation criteria.	0	1	3	4
1.4	Make adjustments to FAMS-XL© to model up to two scenarios.	0	1	3	4
1.5	Review results with consulting team, make required adjustments and create alternatives scenarios.	1	1	2	4
1.6	Meet with City staff in an interactive work session to review preliminary results.	3	3	3	9
1.7	Make adjustments as required based upon input from City staff in Task 2.4.	0	2	4	6
1.8	Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	2	2	2	6
1.9	Conduct and Compile a Comparative Rate Survey	0	1	2	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 6A		7	18	43	68
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 6A		$1,435	$3,330	$5,805	**$10,570**
ESTIMATED EXPENSES - WORK ELEMENT 6A	4.00%				**$423**
TOTAL ESTIMATED COST - WORK ELEMENT 6A					**$10,993**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS			
	Project Principal	Project Director	Project Consultant/ Analyst	Total Project
Hourly rate->	$205	$185	$135	
WORK ELEMENT 6: SANITATION UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
Work Element - 6B: Present Findings to City Management and Commission and Prepare a Final Report				
TASK 2 Present findings to City Management and Commission				
2.1 Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the project.	1	2	1	4
2.2 Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
2.3 Present the results of the analysis to City Commission in a workshop.	2	2	2	6
2.4 Make adjustments based upon input and direction from City Commission.	0	1	2	3
2.5 Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
2.6 Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 3 Document the results in a Report.				
3.1 Document the results of the analysis in a Draft Report.	1	1	4	6
3.2 Make adjustments based upon input from City staff and prepare the Final Report.	0	1	2	3
3.3 Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 6B	5	8	11	24
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 6B	$1,025	$1,480	$1,485	**$3,990**
ESTIMATED EXPENSES - WORK ELEMENT 6B 4.00%				**$160**
TOTAL ESTIMATED COST - WORK ELEMENT 6B				**$4,150**
TOTAL WORK ELEMENT 6 - SANITATION UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 6	12	26	54	92
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 6	$2,460	$4,810	$7,290	**$14,560**
ESTIMATED EXPENSES - WORK ELEMENT 6 4.00%				**$583**
TOTAL ESTIMATED COST - WORK ELEMENT 6				**$15,143**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS	ESTIMATED MAN-HOURS			
	Project Principal	Project Director	Project Consultant/ Analyst	Total Project
Hourly rate->	$205	$185	$135	
WORK ELEMENT 7: STORMWATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS				
Work Element - 7A: Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan				
Task 1 Develop a Multi-year Financial Forecast and Financial Plan for the Electric Utility Fund.				
1.1 Prepare stormwater property analysis to determine projected growth and total stormwater system billable properties by class of service.	0	1	2	3
1.2 Obtain, verify and input financial and billing data into Burton & Associates proprietary **FAMS XL ©** model, set-up and run the model and produce preliminary output, including a ten year financial management program that will include the following:	1	2	16	19
o Capital Improvements Program				
- Project listing by year				
- Alternative financing options for capital projects				
- Optimum funding source by project by year				
o Borrowing Program				
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
- Annual debt service of bond issue(s)/loan(s)				
o Revenue Sufficiency Analysis				
- Annual revenue projections				
- Annual operations and maintenance expense projections				
- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.				
o Sources and Uses of Funds Analysis				
o Funds Analysis				
- Spend down limits (minimum reserve requirements) by fund				
- Beginning and ending funds balances by fund by year				
1.3 Allocate costs/revenue requirements to service based upon appropriate allocation criteria.	0	1	2	3
1.4 Make adjustments to **FAMS-XL©** to model up to two scenarios.	0	1	2	3
1.5 Review results with consulting team, make required adjustments and create alternatives scenarios.	1	1	2	4
1.6 Meet with City staff in an interactive work session to review preliminary results.	3	3	3	9
1.7 Make adjustments as required based upon input from City staff in Task 2.4.	0	1	3	4
1.8 Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	2	2	2	6
1.9 Conduct and Compile a Comparative Rate Survey	0	1	2	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 7A	7	13	34	54
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 7A	$1,435	$2,405	$4,590	**$8,430**
ESTIMATED EXPENSES - WORK ELEMENT 7A 4.00%				**$337**
TOTAL ESTIMATED COST - WORK ELEMENT 7A				**$8,767**

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PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

	PROJECT TASKS	ESTIMATED MAN-HOURS Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 7:	**STORMWATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 7B:	**Present Findings to City Management and Commission and Prepare a Final Report**				
TASK 2	***Present findings to City Management and Commission***				
2.1	Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the	1	2	1	4
2.2	Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
2.3	Present the results of the analysis to City Commission in a workshop.	2	2	2	6
2.4	Make adjustments based upon input and direction from City Commission.	0	1	2	3
2.5	Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
2.6	Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 3	***Document the results in a Report.***				
3.1	Document the results of the analysis in a Draft Report.	1	1	4	6
3.2	Make adjustments based upon input from City staff and prepare the Final Report.	0	1	2	3
3.3	Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 7B		5	8	11	24
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 7B		$1,025	$1,480	$1,485	**$3,990**
ESTIMATED EXPENSES - WORK ELEMENT 7B	4.00%				**$160**
TOTAL ESTIMATED COST - WORK ELEMENT 7B					**$4,150**
TOTAL WORK ELEMENT 7 - STORMWATER UTILITY FUND FINANCIAL SUSTAINABILITY ANALYSIS					
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 7		12	21	45	78
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 7		$2,460	$3,885	$6,075	**$12,420**
ESTIMATED EXPENSES - WORK ELEMENT 7	4.00%				**$497**
TOTAL ESTIMATED COST - WORK ELEMENT 7					**$12,917**

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS		ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 8:	**BEACH FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 8A:	**Diagnostic Evaluation and Development of a Sustainable Ten Year Financial Plan**				
Task 1	***Develop a Multi-year Financial Forecast and Financial Plan for the Electric Utility Fund.***				
1.1	Prepare beach property analysis to determine projected growth and total beach system billable properties by class of service.	0	1	2	3
1.2	Obtain, verify and input financial and billing data into Burton & Associates proprietary **FAMS XL ©** model, set-up and run the model and produce preliminary output, including a ten year financial management program that will include the following:	1	4	16	21
	o Capital Improvements Program				
	- Project listing by year				
	- Alternative financing options for capital projects				
	- Optimum funding source by project by year				
	o Borrowing Program				
	- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs.				
	- Timing of bond issue(s)/loan(s) to provide required borrowed funds				
	- Annual debt service of bond issue(s)/loan(s)				
	o Revenue Sufficiency Analysis				
	- Annual revenue projections				
	- Annual operations and maintenance expense projections				
	- All other annual revenue requirements such as R&R, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc.				
	- Alternative plans of annual percentage rate adjustments to the water and wastewater rates to provide sufficient revenues for each service.				
	o Sources and Uses of Funds Analysis				
	o Funds Analysis				
	- Spend down limits (minimum reserve requirements) by fund				
	- Beginning and ending funds balances by fund by year				
1.3	Allocate costs/revenue requirements to service based upon appropriate allocation criteria.	0	1	3	4
1.4	Make adjustments to **FAMS-XL©** to model up to two scenarios.	0	1	3	4
1.5	Review results with consulting team, make required adjustments and create alternatives scenarios.	1	1	2	4
1.6	Meet with City staff in an interactive work session to review preliminary results.	3	3	3	9
1.7	Make adjustments as required based upon input from City staff in Task 2.4.	0	2	4	6
1.8	Meet with City staff in a second interactive work session to review adjusted results and determine final plan of annual rate revenue adjustments and the revenue requirements for the test year for rate making.	2	2	2	6
1.9	Conduct and Compile a Comparative Rate Survey	0	1	2	3
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 8A		7	16	37	60
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 8A		$1,435	$2,960	$4,995	**$9,390**
ESTIMATED EXPENSES - WORK ELEMENT 8A	4.00%				**$376**
TOTAL ESTIMATED COST - WORK ELEMENT 8A					**$9,766**

City of Lake Worth

FY 2015 INTEGRATED FINANCIAL SUSTAINABILITY ANALYSIS

PROJECT WORK PLAN & COST ESTIMATE

BURTON & ASSOCIATES

PROJECT TASKS		ESTIMATED MAN-HOURS			
		Project Principal	Project Director	Project Consultant/ Analyst	Total Project
	Hourly rate->	$205	$185	$135	
WORK ELEMENT 8:	**BEACH FUND FINANCIAL SUSTAINABILITY ANALYSIS**				
Work Element - 8B:	**Present Findings to City Management and Commission and Prepare a Final Report**				
TASK 2	***Present findings to City Management and Commission***				
2.1	Prepare a presentation of the results of the analysis, including status quo and alternative scenarios identified during the	1	2	1	4
2.2	Review presentation with City Staff & Management and make adjustments to presentation.	1	1	0	2
2.3	Present the results of the analysis to City Commission in a workshop.	2	2	2	6
2.4	Make adjustments based upon input and direction from City Commission.	0	1	2	3
2.5	Conduct a second interactive review session with City Commission as required.	--- At Hourly Rates as Required ---			
2.6	Make adjustments as required based upon the review with City Commission in the prior subtask.	--- At Hourly Rates as Required ---			
TASK 3	***Document the results in a Report.***				
3.1	Document the results of the analysis in a Draft Report.	1	1	4	6
3.2	Make adjustments based upon input from City staff and prepare the Final Report.	0	1	2	3
3.3	Present the results of the Final Report to the City Commission.	--- At Hourly Rate as Required ---			
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 8B		5	8	11	24
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 8B		$1,025	$1,480	$1,485	**$3,990**
ESTIMATED EXPENSES - WORK ELEMENT 8B	4.00%				**$160**
TOTAL ESTIMATED COST - WORK ELEMENT 8B					**$4,150**
TOTAL WORK ELEMENT 8 - BEACH FUND FINANCIAL SUSTAINABILITY ANALYSIS					
TOTAL ESTIMATED MAN-HOURS - WORK ELEMENT 8		12	24	48	84
TOTAL ESTIMATED CONSULTING FEE - WORK ELEMENT 8		$2,460	$4,440	$6,480	**$13,380**
ESTIMATED EXPENSES - WORK ELEMENT 8	4.00%				**$536**
TOTAL ESTIMATED COST - WORK ELEMENT 8					**$13,916**

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Electric Utility

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EXECUTIVE BRIEF

TITLE:
Agreement with MR Valuation Consulting, LLC for Fair Market Value Appraisal of Electric Utility System

SUMMARY:

This Agreement will authorize a fair market value appraisal and economic and financial value of the City's electric utility to be performed.

BACKGROUND and JUSTIFICATION:
The Electric Utility Advisory Board was directed to evaluate three alternatives concerning the Lake Worth Electric Utility: (1) sell the system, (2) build new generation facilities to serve the customers directly, and (3) consider a long term purchase power agreement with another generating source. In order to consider a sale of the utility, it was determined that a Fair Market Value Appraisal and an Economic and Financial Value of the Electric Utility to the City of Lake Worth needed to be determined. Request for Letters of Interest and Professional Qualifications (RFQ # 13-14-402) was issued June 20, 2014. Four proposals were received. Evaluation of the written submissions were done and the top 3 firms Cohn Reznick, MR Valuation Consulting and Willdan were selected to do Oral presentations. Evaluations of proposals were completed September 3, 2014. MR Valuation Consulting of Monmouth, New Jersey was selected as the preferred qualified consultant.

The Fair Market Value Appraisal seeks to determine a price for the Lake Worth Electric Utility System serving approximately 26,000 customers in the Southeast Florida market. The Fair Market Value is defined as a professional opinion expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of relevant facts. It was determined that MR Valuation Consulting had the best overall professional qualifications to perform the services requested in the RFQ.

This appraisal is one component of the 'sale option' and should be performed in conjunction with the Economic and Financial Value of the Electric Utility to the City of Lake Worth. The MR Valuation price for this service is $85,000.

This item was reviewed and recommended by the Electric Utility Advisory Board on November 5, 2014. Additionally, this item was discussed during the December 2, 2014, City Commission meeting. The action of the Commission was to bring it back on the January 20, 2015, meeting.

MOTION:
I move to approve / not approve an agreement with MR Valuation Consulting, LLC in the amount of $85,000 to perform consulting services for the Fair Market Value Appraisal of the Lake Worth Electric Utility.

ATTACHMENT(S):
1) Fiscal Impact Analysis
2) MR Valuation Agreement
3) RFQ-13-402 Evaluations Fair Market Value
4) RFQ-13-402 Fair Market Value Appraisal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	85,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	85,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY2015 Budget	Curr Bal After Economic Study	Agenda Expense	Remaining Balance
401-6020-531-3190	Other	209,000	138,675	-85,000	53,675

C. Department Fiscal Review: _CL_

PROFESSIONAL SERVICES AGREEMENT
(FAIR MARKET VALUE APPRAISAL OF ELECTRIC UTILITY SYSTEM)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **MR Valuation Consulting, LLC,** a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City desires to obtain a fair market value appraisal of its Electric Utility System (the "Project"); and,

WHEREAS, the Consultant responded to the City's Request for Qualifications (#13-14-402) for a fair market value appraisal of the City's Electric Utility System (the "RFQ"); and,

WHEREAS, the City selected the Consultant's as the most qualified for the Project under the RFQ; and,

WHEREAS, the Consultant is willing to provide appropriately licensed, qualified personnel to accomplish the Project; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the accomplishment of the Project by the Consultant.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the RFQ and the Consultant's proposal submitted in response to the RFQ, which are incorporated herein by reference, the Consultant shall provide the City with all goods and services necessary to accomplish and complete the Project.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for a period of one (1) year from the Effective Date (the "Term") unless earlier terminated as stated herein. The "Effective Date" shall be the date the City sends the Consultant a notice to proceed. The parties may agree in writing to extend the Term of this Agreement.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days prior written notice of termination. In the event of such termination, the Consultant shall submit a final invoice to the City for the services performed to the date of termination and the compensation due the Consultant shall be pro-rated to the amount of services performed to the date of termination. The City shall not be liable for disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement prior to the Consultant completing the Project.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant **a maximum not-to-exceed price of Eighty-Five Thousand Dollars ($85,000.00) for the accomplishing and completing the Project**. The City shall not compensate or reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant accomplishing the Project for the City.

b. Invoices. The Consultant shall render invoices as requested by the City (or at least monthly) for services that have been rendered in conformity with this Agreement. The invoices shall specify the services performed and the time spent on such services. If the City is paying for any reimbursable costs within the maximum not-to-exceed price, the Consultant shall include receipts for all such reimbursable costs. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall

create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and the Florida Building Code.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant. All costs of a sub-consultant shall be a direct pass-through cost to the City.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: **INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required in the RFQ.** All such insurance policies may not be modified or terminated without the express written authorization of the City. The commercial general liability will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended

to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway

Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

MR Valuation Consulting, LLC
Attn: Mark Rodriguez
5 Professional Circle, Suite 208
Colts Neck, NJ 07722

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS . Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance

number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFQ and the Consultant's proposal in response to the RFQ. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the below representative of the Consultant hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 34: OWNERSHIP OF DOCUMENTS. The reports, appraisals, drawings, mock-ups, renderings, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use such drawings, mock-ups, renderings, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the Consultant.

SECTION 35: TIME SCHEDULE. The City expects the Project to be substantively and substantially complete by the Consultant within 95 calendar days from the date of the executed Agreement. (Reasonable allowances will be made for final editorial changes and non-substantive revisions in preparation for the final presentation to the City Commission.)

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (FAIR MARKET VALUE APPRAISAL OF ELECTRIC UTILITY SYSTEM) as of the day and year set forth below by the City.

CITY OF LAKE WORTH, FLORIDA

Date: _____

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and
legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

MR Valuation Consulting, LLC

By: _____

[Corporate Seal]

Print Name: Mark Rodriguez
Print Title: Managing Partner

STATE OF New Jersey)
COUNTY OF Monmouth)

The foregoing instrument was acknowledged before me this 03 day of November, 2014, by Mark Rodriguez, as Managing Partner of MR Valuation Consulting, LLC, and who is personally known to me or who has produced the following NJ Drivers License as identification.

Notary Public

_____

Joanne E Rodriguez
Notary Public
State of New Jersey
My Commission Expires 08/29/2016

Where the Tropics Begin

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33460
Tel: 561-586-1674

LIST OF PROPOSERS
RFQ 13-14-402

FAIR MARKET VALUE OF ELECTRIC SYSTEM TO THE CITY OF LAKE WORTH

The following firms have submitted to the Procurement Office on or before 12:00 p.m. on July14, 2014. RFQs were opened by Sarah Vinci.

Total number of Proposers: 4

CohnReznick LLP
7501 Wisconsin Avenue, Suite 400E
Bethesda, MD 20814
Contact: Donald Nimey
Title: Principal
E-mail: don.nimey@cohnreznick.com
Phone: 301-280-1846

Willdan Financial Services
200 South Orange Street, Suite 1550
Orlando, FL 32801
Contact: Jeffrey McGarvey
Title: Managing Principal
Email: JMcGarvey@Willdan.com
Phone: 407-872-2467

MR Valuation Consulting, LLC
5 Professional Circle, Suite 208
Colts Neck, New Jersey 07722
Contact: Mark Rodriguea
Title: Managing Partner
E-mail: mrodriguez@mrvaluation.com
Phone: 732-780-6000

R.E. Pender Inc
PO Box 1567
Goldenrod, FL 32733
Contact: Robert E Pender
Title: President
E-mail: bob@repender.com
Phone: 407-644-9795

City of Lake Worth
Evaluation Matrix

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: Monday, July 28, 2014

TOTAL AVERAGE WEIGHTED SCORE

			RANKED:	3	2	4	1
	Evaluation Criteria Score Sheet:		**Weight**	**Cohn Reznick**	**MR Valuation Consulting LLC**	**R. E. Pender Inc**	**Willdan**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required		55	42.00	44.60	35.00	51.40
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area		20	14.00	14.80	14.00	19.60
3	Time and Task Budget and Maximum Not To Exceed Price.		20	19.00	16.00	19.00	11.60
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City		5	3.20	4.00	4.00	4.80
		TOTAL AVERAGE POSSIBLE POINTS	100	**78**	**79**	**72**	**87**
			Total Points Received:	391	397	360	437

	Cohn Reznick	**MR Valuation Consulting LLC**	**R. E. Pender Inc**	**Willdan**
Maximum Not to Exceed Price	$ 53,000	$ 85,000	$ 54,200	$ 224,000
Exhibit A	yes	yes	yes	yes
Exhibit B	yes	yes	yes	yes
Exhibit C	yes	yes	yes	yes
Exhibit D	yes	yes	yes	yes
Exhibit E	yes	yes	yes	yes

City of Lake Worth

Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**Cohn Reznick**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	56
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	18
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	
		Total Points Received:	85	

	Cohn Reznick

City of Lake Worth

Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System **TOTAL AVERAGE**

Evaluation Meeting: TBD

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	**Weight**	**MR Valuation Consulting LLC**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 ~~15~~ 5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** ~~82~~
	Total Points Received:		0 80

	MR Valuation Consulting LLC

7/28/14

City of Lake Worth

Evaluation Matrix

PROCU
7 N
Lal

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED:

	Evaluation Criteria Score Sheet:	Weight	R. E. Pender Inc
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**
	Total Points Received:		85

	R. E. Pender Inc

7/28/14

City of Lake Worth
Evaluation Matrix

✓ $228,000

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

E

RANKED:

	Evaluation Criteria Score Sheet:	Weight	Willdan
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 50
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 5
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5 None
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**
	Total Points Received:		80

	Willdan

7/28/14

City of Lake Worth
Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**Cohn Reznick**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 45	
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15	
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 20	Lowest #
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 3	
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** 83	
		Total Points Received:	0	

83	**Cohn Reznick**

7/28/14

City of Lake Worth
Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System **TOTAL AVERAGE**

Evaluation Meeting: TBD

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**MR Valuation Consulting LLC**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 2
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** 77
		Total Points Received:	0

77	**MR Valuation Consulting LLC**

7/28/14

City of Lake Worth

Evaluation Matrix

PROCU
7 N
Lal

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

WEIGHTED SCOR

Evaluation Meeting: TBD

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	**Weight**	**R. E. Pender Inc**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 2
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** 77
		Total Points Received:	0

77	**R. E. Pender Inc**

7/28/14

City of Lake Worth

Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System E

Evaluation Meeting: TBD

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**Willdan**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 50
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 18
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 4
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** 92
		Total Points Received:	0

92	**Willdan**

7/25/14

City of Lake Worth

Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**Cohn Reznick**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	50
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	3
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	88
		Total Points Received:	0	

88	**Cohn Reznick**

7-28-14

City of Lake Worth

Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System **TOTAL AVERAGE**

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**MR Valuation Consulting LLC**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	48
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	14
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	3
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	
		Total Points Received:	0	85

85	**MR Valuation Consulting LLC**

7-28-14

City of Lake Worth
Evaluation Matrix

PROCU
7 N
Lal

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

	Evaluation Criteria Score Sheet:	**Weight**	**R. E. Pender Inc**	
			RANKED:	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	10
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	3
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	78
	Total Points Received:		0	

78	**R. E. Pender Inc**

7-28-14

City of Lake Worth

Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

E

RANKED:

	Evaluation Criteria Score Sheet:	Weight	Willdan	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	52
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	18
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	
	Total Points Received:		0	95

95	**Willdan**

7-28-14

City of Lake Worth

Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**Cohn Reznick**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	10
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	0
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	75
		Total Points Received:	0	

	Cohn Reznick

7-28-14

City of Lake Worth

Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System **TOTAL AVERAGE**

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**MR Valuation Consulting LLC**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	55
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00	20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	95
		Total Points Received:	0	

	MR Valuation Consulting LLC

Cali R. [illegible]
7-28-14

City of Lake Worth

Evaluation Matrix

PROCU
7 N
Lal

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**R. E. Pender Inc**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 30
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** 70
	Total Points Received:		0

	R. E. Pender Inc

Colin B. Ch
7-28-14

City of Lake Worth

Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

E

RANKED:

	Evaluation Criteria Score Sheet:	Weight	Willdan
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 55
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 10
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0** 90
		Total Points Received:	0

	Willdan

7-28-14

City of Lake Worth
Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

E

RANKED:

Orlando

	Evaluation Criteria Score Sheet:	Weight	Willdan
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 50
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price. #224k	20	0.00 5
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0 80
	Total Points Received:		0

	Willdan

Partner w/ Hartman Consultants

PE Accredited Sr Appraiser 30 yrs exp.
CPA Utility Acct. 16 yrs
– comp. sales 22 yrs
– utility ops, rates, reqs 15 yrs
PE EPL 30 yrs
PLD Real Estate 40 yrs

- Vero Beach
- Winter Park
- S. Daytona Beach

Cost approach ①
income approach ② NFP-v-inv.
comparables ③ ?

7-28-14

City of Lake Worth
Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System **TOTAL AVERAGE**

Evaluation Meeting: TBD

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	**Weight**	**MR Valuation Consulting LLC** N Jersy
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 30
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 10
3	Time and Task Budget and Maximum Not To Exceed Price. #85k	20	0.00 15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0 60
	Total Points Received:		0

	MR Valuation Consulting LLC

MRV – owner PE 24yrs exp
MAI – real estate 27yrs exp
ASA – Accredited Srtdv. 12yrs exp
PE – utility (?) 4yrs
SCREA – real estate —
– M&A 3yrs
FE – cost approach

cost approach –
comparables – wrong $/cash base
income approach – prematurely

FPL (several)
Nat. Grid

– powerplants –

7-28-14

City of Lake Worth
Evaluation Matrix

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

RANKED: [redacted]

Bethesda, M

	Evaluation Criteria Score Sheet:	Weight	Cohn Reznick
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 20
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price. $53k	20	0.00 20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0 60
	Total Points Received:		0

Finance Emphasis

CFA – Real Estate –
CRE – Real Estate 35yr. exp.
ASA – sr Appraisal (IPP) 13yrs exp.
– Real Estate –
CPA – Renewable Energy –
– Real Estate –

Commercial real estate
renewable / offshore

cost approach
market approach
income approach

	Cohn Reznick

2-28-14

City of Lake Worth

Evaluation Matrix

PROCU
7 N
Lal

RFQ 13-14-402

Fair Market Value Appraisal of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**R. E. Pender Inc**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 10
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price. $54,300	20	0.00 20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0 50
		Total Points Received:	0

Winter Park

Sr. Appraiser – sole practitioner – 35yrs exp.

	R. E. Pender Inc

Cost approach
income approach
comparables

RW Beck
Public Service Co. Ind. (Duke)

rates

7-28-14

The City of Lake Worth

RFQ # ___-14-____

Request for Letters of Interest and Professional Qualifications

Fair Market Value Appraisal of City of Lake Worth Electric Utility System

PROCUREMENT OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1674
FAX: 561-586-1673

Where the Tropics Begin

REQUEST FOR QUALIFICATIONS
RFQ ___-14-____

Request for Letters of Interest and Professional Qualifications

Fair Market Value Appraisal of City of Lake Worth Electric Utility System

SUMMARY The City of Lake Worth is requesting Letters of Interest and Professional Qualifications for qualified consultants to provide an appraisal of the fair market value of the City of Lake Worth's Electric Utility System.

TIME AND DATE DUE Time is of the essence and any Proposal received after **Friday, June 20, 2014 at 12:00 P.M. (12:00 Noon),** whether by mail or otherwise, will be returned unopened. It is the sole responsibility of any Proposer to ensure that the Proposer's Letter of Interest and Qualifications are physically received by the City at the address below by the time indicated. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number and title, and also with the date and hour by which proposals are scheduled to be received.

IMPORTANT NOTE: **This RFQ process is subject to anti-lobbying ordinances and both the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Please carefully review Sections N, R, and S within Part I of this RFQ, General Information for Proposers, to avoid violation and possible sanctions.**

Interested parties may obtain a copy of this Request for Qualifications by contacting the City of Lake Worth Procurement Office at (561) 586-1674 or from our website at www.lakeworth.org.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office, 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

SEALED ENVELOPE MUST BE IDENTIFIED AS RFQ # ___-14-____.

BY:_____ __ PUBLISH: Demand Star/Onvia
Kari Ha fice May 22, 2014

Request for Letters of Interest and Professional Qualifications

Fair Market Value Appraisal of City of Lake Worth Electric Utility System

RFQ ___-14-____

TABLE OF CONTENTS

COVER PAGE

SUMMARY AND NOTICE OF TIME AND DATE DUE

TABLE OF CONTENTS

I. GENERAL INFORMATION FOR POTENTIAL PROPOSERS

- A. OPENING LOCATION
- B. RFQ DOCUMENTS AND RELATED INFORMATION
- C. PROPOSAL DELIVERY REQUIREMENTS
- D. CHANGES, CLARIFICATIONS, INTERPRETATIONS, ADDITIONAL INFORMATION, AND ADDENDA TO RFQ
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II. SUBMITTAL OF DOCUMENTS - FORM AND CONTENT OF PROPOSALS

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B. DOCUMENTS TO BE SUBMITTED
C. CONTENT OF LETTER OF INTEREST
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Request for Letters of Interest and Professional Qualifications

Fair Market Value Appraisal of City of Lake Worth Electric Utility System

RFQ ___-14-____

I. GENERAL INFORMATION FOR PROPOSERS

PROPOSERS AND PROPOSALS MUST COMPLY WITH AND CONFORM TO THE FOLLOWING INSTRUCTIONS AND REQUIREMENTS IN ORDER TO BE CONSIDERED FOR SELECTION.

Through this Request for Qualifications ("RFQ"), the City of Lake Worth ("City") seeks Letters of Interest and Statements of Qualifications from qualified professional consultants to prepare an appraisal of the fair market value of the Electric Utility System ("System") owned and operated by the City. As discussed in more detail herein, time is of the essence in conducting this RFQ process, in selecting and engaging the most qualified Proposer to perform the requested services, and in the selected Proposer's completing those services. Accordingly, all Proposers are notified and advised that their proposals must comply with and conform to the instructions and requirements in order to be considered for selection.

A. OPENING LOCATION

Proposals submitted in response to this RFQ will be publicly opened at:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Section 119.071, Florida Statutes. Proposers should also note that the definitive contract between the City and the successful Proposer will be a public record and subject to disclosure to any member of the public requesting it.

B. RFQ DOCUMENTS AND RELATED INFORMATION

Notices or bids, requests for proposals, requests for qualifications, and related documents, including addenda, are posted on Demand Star at http://www.DemandStar.com and on the City Procurement Office's web page at http://www.lakeworth.org. Bid documents, including RFQs and requests for proposals are available in portable data format (pdf) files, which may be viewed and printed using Adobe Acrobat software. You may download a free copy of this software (Adobe Acrobat) from the City's web page if you do not have it.

NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLAN HOLDER" DISTRIBUTION SYSTEM.

C. PROPOSAL DELIVERY REQUIREMENTS

It shall be the sole responsibility of each Proposer to ensure that his/her/its proposal is physically delivered to and received by the City's Procurement Office on or before the stated time and date. As stated above, the date and time due are as follows:

12:00 P.M., Eastern Daylight Time, Monday, July 7, 2014.

ANY PROPOSALS RECEIVED AFTER THE STATED TIME AND DATE WILL NOT BE CONSIDERED.

IF A PROPOSAL IS SENT BY U.S. MAIL, OR BY ANY OTHER DELIVERY SERVICE, THE PROPOSER SHALL BE SOLELY RESPONSIBLE FOR ITS TIMELY DELIVERY TO THE CITY'S PROCUREMENT OFFICE. PROPOSALS DELAYED IN THE MAIL, OR IN TRANSIT BY ANY OTHER DELIVERY SERVICE, SHALL NOT BE CONSIDERED AND SHALL NOT BE OPENED AT THE PUBLIC OPENING. Arrangements for the return of any proposals that are received after the stated time and date shall be made at the Proposer's request and at the Proposer's expense.

D. CHANGES, CLARIFICATIONS, INTERPRETATIONS, ADDITIONAL INFORMATION, AND ADDENDA TO RFQ

Changes to this RFQ will be made only by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Bids and Proposals. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFQ should be submitted in writing via mail or e-mail to the following City Purchasing Agent:

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

The City will respond to questions and to requests for clarification, interpretation, and additional information that are received by the above-named Purchasing Agent **no later than 5:00 P.M. Eastern Daylight Time, on Wednesday June 25, 2014**, which is nine (9) calendar days prior to the due date for proposals. The City will not respond to any questions, inquiries, or requests received after this time.

All questions, inquiries, and requests will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFQ. The City intends to issue responsive addenda as soon as practicable after each request or question is received, and similarly, if the City determines on its own that any addenda are necessary, it will issue them as soon as practicable. In all events, the City will strive to issue all addenda responding to Proposer requests and questions by 5:00 P.M. on Monday, June 16, 2014, which is four (4) calendar days and four (4) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

Each Proposer is responsible to examine all RFQ documents and for evaluating and judging all matters relating to the adequacy and accuracy of such documents as perceived and understood by the Proposer. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information desired by the Proposer with respect to the RFQ shall be made in writing (electronic mail is satisfactory) through the Lake Worth Procurement Office. The City shall not be responsible for oral interpretations given by any City employee, representative, agent, or other person. **THE ISSUANCE OF A WRITTEN ADDENDUM IS THE ONLY OFFICIAL METHOD WHEREBY ANY INTERPRETATION, CLARIFICATION, OR ADDITIONAL INFORMATION CAN OR WILL BE GIVEN BY THE CITY.**

Each Proposer is responsible to make any such written addenda a part of the Proposer's proposal. It shall be the responsibility of each Proposer, prior to submitting his/her/its proposal, to contact the Lake Worth Procurement Office, using the contact information provided in subsection I.B above, to determine if any addenda were issued in connection with this RFQ. In the absence of express inclusion of the addenda with a Proposer's proposal, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

The deadline for requesting any interpretations, clarifications, or additional information pertaining to this RFQ shall be Wednesday, June 25, 2014 at 5:00 P.M. EDT. This deadline has been established to maintain fair and practicable handling of all reasonable and timely requests and to ensure fair treatment of all potential Proposers.

E. TERMS

The term "Proposer" refers to a firm, individual, company, or other business entity submitting a response to this RFQ. The complete submittal is referred to as the "Proposal." It is the City's intention to enter into a written agreement, referred to herein as the "Definitive Agreement," with the Proposer whose Proposal, including the definitive terms negotiated between the City and the successful Proposer and embodied in the Definitive Agreement, represents the engagement that is most advantageous to, and in the best interests of, the City and its citizens. As applicable, once the Definitive Agreement is executed, the successful Proposer will thereafter be referred to as the "Contractor."

F. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Lake Worth and the City shall be the sole distributor of all addenda and/or changes to this document. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the City and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

G. LEGAL NAME OF PROPOSER

Each Proposal shall clearly state the legal name, address, and telephone number(s) of the Proposer, regardless whether the Proposer is a company, firm, partnership, individual, or other form of business entity. Each Proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

H. PROPOSAL EXPENSES

All expenses incurred by a Proposer in preparing a Proposal, supporting a Proposal, making a presentation to the City in support of a Proposal, or otherwise incurred in connection with seeking to provide the Scope of Services sought by the City through this RFQ are solely the responsibility of the Proposer, and are not subject to reimbursement by the City in any way or for any reason.

I. PROTESTS

Any Proposer who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's Code of Ordinances, Chapter 2, Article XIV, Sections 2-111 through 2-119. The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

J. PUBLIC DISCLOSURE

Upon receipt by the City, all inquiries and responses to inquiries related to this RFQ become "Public Records" under Florida law and are subject to public disclosure pursuant to Chapter 119, Florida Statutes.

Proposals become "Public Records" ten (10) days after the proposal opening, or on the date on which an award decision is made if such decision is made less than ten (10) days

after the proposals are opened. No announcement of pricing or review of the Proposal documents shall be conducted at the public opening of the Proposals.

K. PROPERTY OF THE CITY

All materials submitted in response to this RFQ become the property of the City. The City has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a Proposal(s) does not affect this right. No variances to this provision shall be accepted.

L. RIGHTS RESERVED BY THE CITY

There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive Proposal which is most advantageous and in the best interests of the City and its citizens. The City shall be the sole judge of the Proposals and the resulting contract that is in its best interests, and its decision shall be final.

The City reserves the right to reject all Proposals and either to re-issue the RFQ or to cancel the RFQ altogether.

The City reserves the right to make such investigations of any Proposer, or of any representations contained in any Proposal, and to solicit additional information or submittals from any Proposer, or from others, including references and former employers, as the City deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Qualifications.

M. APPLICABLE LAWS

This RFQ is subject to all applicable laws, including without limitation, the statutes, rules, regulations, and ordinances, of the United States, the State of Florida, Palm Beach County, and the City of Lake Worth. Each Proposer must be qualified to transact business in the State of Florida. Proposers are specifically advised that Proposals and other information submitted in connection with this RFQ, as well as Proposers' inquiries and requests regarding the RFQ, and the City's responses to such inquiries and requests, are subject to Florida's Public Records laws, particularly Chapter 119, Florida Statutes.

N. ETHICAL REQUIREMENTS

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City

officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFQ.

O. PUBLIC ENTITY CRIMES

Each Proposer shall submit a sworn statement regarding "public entity crimes" as that term is defined in Section 287.133(1)(g), Florida Statutes, as Exhibit D to its response to this RFQ.

P. INSURANCE

The successful Contractor shall, within five (5) days following execution of the Definitive Agreement with the City, and before doing any work under the Definitive Agreement, procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations are performed by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Definitive Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums required by the City.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name The City of Lake Worth as an additional insured to the extent of its interests arising from the Definitive Agreement, or from any other contract, lease, or similar document arising from this RFQ.

The Proposer/Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Proposer's/Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of the Definitive Agreement between the City and the Contractor.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440, Florida Statutes.

The Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor firm is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the CITY, certificates of insurance shall be accompanied by documentation that is acceptable to the CITY establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the CITY at least 30 days prior to coverage renewals. Failure of the Contractor firm to provide the CITY with such renewal certificates may be considered justification for the CITY to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that The City of Lake Worth is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

4. Designate The City of Lake Worth as the certificate holder as follows:

City of Lake Worth
7 N. Dixie Hwy
Lake Worth, FL 33460

5. Indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the CITY, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Contractor shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The CITY requires the following endorsements or additional types of insurance:

Professional Liability/Malpractice/Errors or Omissions Insurance

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $ 1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Q. DRUG-FREE WORKPLACE

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals received by the City are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Accordingly, Proposers are encouraged to carefully review

Exhibit B to this RFQ, “CONFIRMATION OF DRUG-FREE WORKPLACE,” and, if applicable, execute that Confirmation for inclusion with their Proposals.

R. LOBBYING

All prospective Proposers are hereby cautioned not to contact any City Commissioner, member of City Staff, or any member of the Evaluation Committee (to be created by the City as described herein) after submittals are opened, nor attempt to persuade or promote the selection of their Proposals through other channels until notification that the Evaluation Committee has arrived at a recommendation of the most qualified Proposers. Until notification is received, all contacts must be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the Proposer’s Proposal.

S. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City’s procurement code, the City’s procurement cone of silence will be in effect as of the due date for proposals in response to this RFQ. A complete copy of the City’s Procurement Code is available on-line at municode.com under the City of Lake Worth’s Code of Ordinances, Chapter 2, Article XIV, Sections 2-111 through 2-119. All Proposers are strongly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all Proposals, or other action by the City to end the selection process.

T. REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

Each Proposer shall submit an executed statement of Representations, Warranties, and Disclosures in the form, and having the content of, Exhibit C to this RFQ.

U. PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

The City of Lake Worth has adopted a policy prohibiting the award of City contracts to persons, business entities, or affiliates of business entities who have not submitted a written certification to the City that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, or violations of certain environmental laws. A Non-Conviction Certification Form is attached as Exhibit E to this RFQ for this purpose.

V. EQUAL EMPLOYMENT OPPORTUNITY

The City of Lake Worth, consistent with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the United States Department of Commerce (15 CFR, Part 8) issued pursuant to that Act, hereby notifies all prospective Proposers that the City will affirmatively ensure that, in any contract entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, creed, sex, age, or national origin in consideration for award of a Definitive Agreement pursuant to this RFQ.

W. AMERICANS WITH DISABILITIES ACT

The City of Lake Worth does not discriminate on the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions, including one's access to participation, employment, or treatment in the City's programs and activities. Anyone requiring reasonable accommodation for the public meetings specified in this RFQ, e.g., the public opening of proposals, public information meetings, meetings of the City's Electric Utility Advisory Board, City Commission meetings, presentations, and other public events, should contact the person named as the contact person of the City's Procurement Office at least twenty-four (24) hours in advance of any such activity, to ensure that proper arrangements for the requestor's attendance and participation can be made.

X. DISCLAIMERS AND DISCLOSURES

The information contained herein is provided solely for the convenience of Proposers. While the City has used reasonable diligence in its efforts to ensure that the information herein is as accurate as possible, it is the specific responsibility of each Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances or warranties as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy, or completeness, and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any Proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the non-material provisions of this RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting Proposals in response to this RFQ. Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and

disclosure data, relating to the Proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, principals, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to Proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or the City's advisors.

Any Proposer who submits a Proposal in response to this RFQ fully and expressly acknowledges all the provisions of this section titled DISCLAIMERS AND DISCLOSURES and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

II. SUBMITTAL OF DOCUMENTS - FORM AND CONTENT OF PROPOSALS

A. NUMBER AND FORMAT OF COPIES TO BE SUBMITTED; SUBMITTAL TO BE SEALED AND MARKED

Proposers desiring to provide the Scope of Services sought by the City through this RFQ shall **submit one (1) original paper copy, five (5) additional paper copies, and one (1) electronic copy** of their complete Proposals containing all of the requested documents and information set forth below by **12:00 P.M. (12:00 Noon) Eastern Daylight Time on Monday, July 7, 2014.** Electronic copies should preferably be in Adobe Acrobat PDF format, but other industry standards will be considered. Electronic copies should be submitted on a CD or DVD, or other industry standard electronic storage device with a USB connection.

The above-described copies, including the paper copies and the electronic copy, shall be submitted in one sealed package, clearly marked on the outside as follows: "Sealed Proposal in Response to City of Lake Worth RFQ # ____-14-____". The complete submittal package shall be delivered to the following address:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Original letters of interest shall be signed by an authorized representative of the Proposer. All information requested must be submitted. Failure to submit all information may delay evaluation of the qualifications. Submittals that are substantially incomplete or that lack key information may be rejected by the City at its discretion.

B. DOCUMENTS TO BE SUBMITTED

Each Proposer shall submit the following documents and documentation as the Proposal that the Proposer wishes the City to consider in this RFQ process.

1. Letter of Interest
2. Statement of Qualifications & Proposal
3. Exhibit A PROPOSER INFORMATION & SIGNATURE PAGE
4. Exhibit B CONFIRMATION OF DRUG-FREE WORKPLACE
5. Exhibit C REPRESENTATIONS, WARRANTIES, AND DISCLOSURES
6. Exhibit D SWORN STATEMENT RELATING TO PUBLIC ENTITY CRIMES
7. Exhibit E FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

C. CONTENT OF LETTER OF INTEREST

Each Proposer shall submit a Letter of Interest providing the following information:

1. The Proposer's legal name and business address.

2. Express declaration that the Proposer wishes to be considered for award of a Definitive Agreement to perform the Scope of Services described in this RFQ.

3. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.

4. A statement, confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer is willing and able to perform the Scope of Services described in this RFQ, within the time set forth herein, at a total cost to the City that is no greater than the Proposer's Maximum Not to Exceed Price.

5. A statement, also confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer will, for additional consideration to be negotiated if and when necessary and appropriate, provide additional services related to the Proposer's analysis of the Economic & Financial Value of the City's Electric Utility System. Such additional services may include making up to three (3) additional presentations to meetings of the Electric Utility Advisory Board ("EUAB"), and up to three (3) additional presentations to the City Commission or to public workshops regarding the City's Electric Utility System (i.e., up to 6 additional presentations in total), or providing support in connection with future proceedings or negotiations. (In this context, "additional presentations" refers to presentations or testimony to meetings after those contemplated as being made to the EUAB and the City Commission in or about December 2014, at the conclusion of the Contractor's completion of the Economic & Financial Value analysis of the City's Electric Utility System.)

D. CONTENT OF STATEMENT OF QUALIFICATIONS & PROPOSAL

Each Proposal shall include the items and content listed below.

1. A description of the Proposer, including the Proposer's form of business entity (corporation, partnership, limited partnership, limited liability company, individual, sole proprietorship, or other), and also including the names of the Proposer's principals and officers.

2. Proof of proper State of Florida business licensure. If the Proposer is a registered business entity in Florida, please submit a statement confirming that the Proposer is in good standing with the Division of Corporations, Florida Department of State. If the Proposer is not

a registered business entity in Florida, please submit documentary evidence confirming that the Proposer is authorized to transact business in Florida.

3. A description of the Proposer's background, size, and general staffing levels, including information for the Proposer organization stating how many total employees work for the Proposer at any time, including full-time, part-time, temporary, and seasonal employees, and also including an indication of how many subcontractors work for the Proposer, on average.

4. A description of any changes in the mode of conducting business that either the Proposer, or the principals who will be dedicated to performing the Scope of Services described herein, have made within the past three (3) years. Such changes should include any mergers, acquisitions, consolidations, changes of employment by principals (from one firm to another), downsizing, or bankruptcy proceedings.

5. Principals and Key Personnel. Specific listing of the principals and other key personnel (including, without limitation, support staff, junior technical or analytical employees, subcontractors, and others) who will be dedicated to performing the Scope of Services, including the relevant experience of each principal and other key personnel listed. At a minimum, include a current resumé or curriculum vitae for each principal who will be dedicated to performing the Scope of Services; resumés or curriculum vitae for other, non-principal key personnel are desirable but not required.

6. Professional Licenses and Certifications. For each principal or other key personnel, include information regarding such person's professional licenses and certifications, e.g., Professional Engineer's licenses, including the state or states in which each person is licensed, and license numbers; certification as an Accredited Member or as an Accredited Senior Appraiser by the American Society of Appraisers; or other certifications or licenses that the Proposer believes are relevant to the Proposer's ability to perform the Scope of Services.

7. Approach to Scope of Work. Provide a detailed description of the approach, or approaches, that the Proposer intends to use to perform the Scope of Services requested by the City.

8. Time and Task Schedule and Person-Hours Budget

Background. The City anticipates executing the Definitive Agreement for the services sought through this RFQ by September 4, 2014, and the City expects the work to be substantively and substantially complete by December 8, 2014. (Reasonable allowances will be made for final editorial changes and non-substantive revisions between December 8 and the final presentation to the City Commission in December 2014.) This schedule is necessary to support other decisions that the City must make relative to its electric utility operations, and accordingly, **any variance to this schedule that reflects a substantive completion date later than December 8, 2014, will be disqualified**. Proposers should also expect that the Definitive Agreement for the contemplated services will include severe financial penalties if the work is not substantively and substantially complete by December 8, 2014.

The Proposer's Time and Task Schedule and Person-Hours Budget should identify major components (tasks) of the work effort that the Proposer intends to apply to perform the Scope of Services, and may also identify more detailed components of the work effort. For each work component or task identified, the Proposer should indicate:

a. the estimated person-hours of each principal and other key personnel with respect to each task;

b. the total person-hours that the Proposer estimates will be required to complete each such task; and

c. the projected date on which each task will be completed.

9. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.

10. Listing of similar projects that the Proposer, or current principals of the Proposer, have completed over the past five (5) years, including the services provided and the location of the facilities or systems for which a Fair Market Value estimate was provided. As applicable and available, please include citations, titles and dates of reports, information as to how the Proposer's work product can be accessed via the internet, and any other information that would assist the City in accessing and reviewing relevant work products of the Proposer or its principals. The requested listing should include any legal proceedings, including arbitrations, civil trials, eminent domain proceedings, or other proceedings in which the Proposer's estimate of the fair market value of facilities or a system was at issue.

11. Variances. While the City allows Proposers to specify any desired variances to the RFQ terms, conditions, and specifications, **other than variances to the Scope of Services, which will not be acceptable,** the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City. **Proposers should note specifically that the date set forth herein for substantive and substantial completion of the Scope of Services, December 8, 2014, has been established by the City to accommodate and facilitate other decisions that the City expects to make in connection with its Electric Utility System, and accordingly, any proposed variance that materially deviates from this date will result in the Proposal being disqualified**.

12. References. A list of references from past or current clients for whom the Proposer, or its principals who will be dedicated to performing the Scope of Services herein, have performed work that is similar to that requested in the Scope of Services herein. The information provided should include the name of the client, the names of individuals familiar with the Proposer's (or principal's) work for the client, and telephone numbers, mailing addresses, and e-mail addresses for such contact persons.

13. Addenda. The Proposal should include all addenda issued in connection with this RFQ, if practicable. If a Proposal does not include the addenda, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

14. Each Proposer shall list any lawsuits, including case number and venue, in which either the Proposer firm or any principals of the firm, or any subcontractors whom the Proposer intends to assign to work on the Scope of Services, has been involved relative to services performed or that the Proposer was alleged to have failed to perform over the last five (5) years.

15. Any additional information that the Proposer believes would assist the City in evaluating the Proposer's Proposal.

III. SCOPE OF SERVICES

A. INTRODUCTION

In summary, the City of Lake Worth is seeking a professional opinion of the Fair Market Value of the City's Electric Utility System, as described below, including a written report setting forth the Contractor's estimate of the Fair Market Value, with full documentation, and presentations of the Contractor's analysis or analyses to the City's Electric Utility Advisory Board and the City Commission. If necessary, the scope of services may be expanded after completion of the initial written report and presentations to include participation in additional future City activities relating to the future of the City's Electric Utility System, and potentially in legal proceedings relating to the Fair Market Value of the City's Electric Utility System. The City anticipates that such potential expansion of scope will be addressed in the Definitive Agreement between the City and the Contractor, e.g., by agreement on the scope of such services and the hourly rates at which the Contractor would be compensated if the City were to desire to engage the Contractor to provide such services.

For reference, the City believes that the following definitions, which were obtained from the website of the American Society of Appraisers (at http://www.appraisers.org/search-results?indexCatalogue=sandard&searchQuery=fair+market+value&wordsMode=0), will be applicable to the Contractor's estimate or estimates of the Fair Market Value of the City's Electric Utility System.

> **Fair Market Value**, An opinion expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, as of a specific date.
>
> **Fair Market Value in Continued Use with an Earnings Analysis**, An opinion, expressed in terms of money, at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts, as of a specific date and supported by the earnings of the business.

The City desires that the professional opinion of the Fair Market Value of the City's Electric Utility System be stated as of January 1, 2015, and also as of January 1, 2016, and as of January 1, 2017.

B. PRODUCTS AND SERVICES

1. Written Report

The Fair Market Value estimate (or estimates) must be fully documented in a written report to be submitted to the City by the Contractor. The written report must include all assumptions, supporting analyses and calculations, and other supporting materials upon which the estimate/opinion is based.

2. Presentations to Electric Utility Advisory Board and City Commission

The Contractor will also be expected to present the Fair Market Value opinions, and detailed results of the Contractor's analyses supporting those Fair Market Value opinions, to meetings of the Electric Utility Advisory Board and the City Commission. Those meetings are expected to be held on or about **December 15-16, 2014**.

3. Additional Services

The City may, in the future, require the professional services of the Contractor in connection with matters relating to the Fair Market Value of the City's Electric Utility System. Such additional professional services may include additional presentations to the EUAB or the City Commission beyond those presentations expected to be made in December 2014, and potentially participation in negotiations or legal proceedings relating to the Fair Market Value. Such services should not be included in the Proposer's Time and Task Budget or in the Maximum Not To Exceed Price. However, the City desires that the Contractor commit to providing such services as they may become necessary in the future, and the City expects to negotiate hourly rates and appropriate terms and conditions for such services as part of the Definitive Agreement.

C. DESCRIPTION OF CITY OF LAKE WORTH

The City of Lake Worth is a municipality and political subdivision of the State of Florida, duly organized and existing under the laws of that State. The City is governed by a duly elected City Commission composed of five (5) members, a Mayor, Vice Mayor, and three District Commissioners, each of whom are elected to two-year terms. The City is located in Palm Beach County, Florida. The current population of the City is approximately 37,000 persons. Geographically, the City comprises approximately 7 square miles and includes a beach on the Atlantic Ocean as well as frontage on the body of water known as Lake Worth.

The City owns and operates an Electric Utility System, as well as water and wastewater utility systems. The Electric Utility System is subject to ultimate decision-making governance by the City Commission, which meets between two and four times per month, as required by the needs of the City. The City Commission regularly receives input from the Electric Utility Advisory Board (EUAB), a standing board consisting of citizens appointed by the City Commission to investigate and consider electric utility issues and to provide their advice to the Commissioners. The EUAB normally meets monthly.

D. DESCRIPTION OF LAKE WORTH ELECTRIC UTILITY SYSTEM

1. Overview of Customers and Load Characteristics

The City's Electric Utility System provides service to approximately 25,000 customer accounts (meters). The City's 2014 Net Energy for Load is estimated to be approximately 440,000 megawatt-hours (MWH), and is expected to grow modestly over the foreseeable future, to approximately 475,000 MWH in 2023. The City's maximum annual peak demands are estimated to be approximately 88 megawatts (MW) in 2014, and to increase to approximately 100 MW in 2023.

2. Generation Assets

The City's generation assets include approximately 90 MW of City-owned generating units, of which 9.9 MW is only available for emergency operations. The City's generation assets also include generation entitlements to approximately 20.6 MW (including associated energy) of the output of the St. Lucie 2 nuclear power plant, which is jointly owned by the Florida Municipal Power Agency (FMPA) and Florida Power & Light Company (FPL) and operated by FPL; and to approximately 10.0 MW (including associated energy) of the output of the Stanton I coal-fired power plant, which is jointly owned by FMPA, the Orlando Utilities Commission (OUC), and the Kissimmee Utility Authority (KUA), and operated by OUC. The City's generation entitlements to the St. Lucie plant's output arise through a number of contracts and amendments, the chief of which are the St. Lucie Power Sales Contract between FMPA and Lake Worth dated June 1, 1982, as amended; and the St. Lucie Project Support Contract dated as of June 1, 1982, as amended. The City's generation entitlements to the Stanton I unit's output arise through certain contracts, as amended, the chief of which are the Stanton I Power Sales Contract between FMPA and Lake Worth dated January 16. 1984, and the Stanton I Project Support Contract dated January 16, 1984.

The City is also a party to similar power supply contracts for the output of the Stanton II coal-fired unit operated by OUC. The City's rights and obligations with respect to the Stanton II unit's output have been assigned to the Kissimmee Utility Authority (KUA); however, the City remains contingently liable under those agreements, in the event that KUA were to default.

In February 2013, the City entered into that certain INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY AND ASSET MANAGEMENT SERVICES BETWEEN THE CITY OF LAKE WORTH, FLORIDA AND ORLANDO UTILITIES COMMISSION (the "OUC-COLW PPA"), pursuant to which OUC provides Wholesale Electric Service and Asset Management Services to the City.

Pursuant to the OUC-COLW PPA, OUC will supply wholesale electric energy and wholesale electric capacity to the City for a minimum initial term of 3 years, from January 1, 2014 through December 31, 2016. The City has the option to extend its purchases from OUC for 2 additional years, one year at a time, i.e., for the period January 1-December 31, 2017, and for the period January 1-December 31, 2018. Unless amended by the written agreement of both Parties, the OUC-COLW PPA will terminate no later than December 31, 2018.

Detailed information regarding the City's generation assets, including all of the relevant contracts and amendments relating to the City's entitlements to the output of the St. Lucie 2 nuclear unit and the Stanton 1 unit, will be made available on the City's website. A redacted version of the OUC-COLW PPA will also be available on the City's website. The OUC-COLW PPA contains certain information that OUC has designated as trade secret information; to the extent necessary to formulate the Contractor's professional opinion of the Fair Market Value of the City's Electric Utility System, the City will make an unredacted copy of the PPA available for review by the Contractor at the City's offices, subject to the Contractor's execution of a confidentiality agreement.

3. Transmission Assets

The City is interconnected to the Florida bulk power supply grid at the Hypoluxo Substation, which is located in the western part of the City and which is owned by the City of Lake Worth and operated by FPL. The City owns and operates 10.09 circuit miles of 138 kV transmission lines. The City also obtains network transmission service from FPL pursuant to a Service Agreement for Network Integration Transmission Service between FPL and Lake Worth, and also pursuant to a Contract for Interconnected Operations between FPL and Lake Worth.

4. Distribution Assets

The City owns and operates approximately 199 miles of distribution lines. Approximately 101 miles of those are operated at 26 kV, and approximately 98 miles are operated at 4 kV.

The City owns and maintains eleven (11) distribution substations. The City also owns the Hypoluxo Substation, which interconnects the City's Electric System to FPL's transmission system. FPL operates the Hypoluxo Substation pursuant to an agreement with the City.

IV. EVALUATION, SELECTION, NEGOTIATIONS, AND AWARD

This section of the RFQ sets forth the RFQ timetable and descriptions of the major steps and procedures that the City anticipates taking in reaching its decision to select a Contractor and execute a Definitive Agreement for the Scope of Services.

A. GENERAL

This section describes the timetable for this RFQ process and the major steps in that process, including: preliminary evaluation and ranking of Statements of Qualifications and Proposals, the selection of a "short list" of Proposers who will be invited to be interviewed and make presentations to the City, the City Commission's decision on the ranking of Proposers, the negotiations for a Definitive Agreement, beginning with the highest-ranked Proposer, and the Definitive Agreement.

B. RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

- Advertisement of RFQ — June 16, 2014
- Final Date for Proposers' Questions/Requests — June 25, 2014 at 5:00 P.M.
- City Responses to Questions – continuing, responses as quickly as feasible
- Final City Responses to Questions — July 2, 2014 at 5:00 P.M.
- Proposals Due — July 7, 2014 at 12:00 P.M.
- Initial Evaluation Committee Meeting — July 7, 2014
- Presentations to EUAB & City Commission — July 15-16, 2014
- Evaluation Committee Meeting — July 24-25, 2014
- Negotiations with Highest-Ranked Proposer — July 28-31, 2014
- Contingency: Additional Negotiations — August 4-8, 2014
- Recommendation to City Commission — August 12, 2014
- Proposal Selection by City Commission — August 19, 2014
- Contract Execution — September 4, 2014

The City reserves the right to amend the anticipated schedule as it deems necessary.

C. PRELIMINARY EVALUATION OF PROPOSALS

The City intends to appoint an Evaluation Committee to evaluate the Proposals submitted by all Proposers. The Evaluation Committee will convene for a public meeting to identify qualified Proposals, which will be those substantially complete Proposals that are (a) submitted by Proposers who are capable of performing the Scope of Services and (b) not disqualified because of any criteria set forth herein, e.g., unacceptable proposed variances, conflicts of interest, and the like. The members of the Evaluation Committee will be charged with individually evaluating the responses prior to the meeting.

D. "SHORT LIST," INTERVIEWS, AND PRESENTATIONS BY PROPOSERS

The City intends to invite all qualified Proposers to make presentations to the Evaluation Committee and the EUAB, and, assuming that scheduling can be managed, to the City Commission.

E. SELECTION FOR NEGOTIATIONS

Following the anticipated interviews and presentations, the Evaluation Committee will again meet, in public, to evaluate and rank the proposals on the basis of the following criteria.

	Evaluation Criteria Score Sheet:	Weight
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required.	55
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida and in the Palm Beach County area.	20
3	Time and Task Budget and Maximum Not To Exceed Price.	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; Proposals having proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City.	5

Each Proposal will be evaluated individually and in the context of all other Proposals. Proposals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through

written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any material part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the Definitive Agreement to the Proposer submitting the Proposal that is most advantageous to, and in the best interests of, the City and its citizens. The City shall be the sole judge of the Proposals and the resulting Definitive Agreement that is in the City's best interests, and the City's decision shall be final.

At the public meeting, and after making its evaluations, the Evaluation Committee will make recommendations to the City Commission of the highest-ranked Proposer, the next-highest-ranked Proposer, and the following next-highest-ranked Proposer, assuming that there are 3 qualified Proposers. The Evaluation Committee may identify and rank additional Proposers through this process.

At a subsequent public meeting, the City Commission will decide on the Proposers, and the ranking of those Proposers, with whom the City's designated negotiation team will seek to negotiate the Definitive Agreement for the performance of the Scope of Services. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the Evaluation Committee's recommendations in determining the proposal that is most advantageous to and in the best interests of the City and its citizens.

F. NEGOTIATION AND AWARD; DEFINITIVE AGREEMENT

The City will designate a negotiating team, which is expected to consist of the City Manager, the City Utilities Director, the City Finance Director, a representative designated by the City Attorney, and a representative of the EUAB; the City Commission may designate additional members of the negotiation team. The City will first attempt to negotiate the terms and conditions of a Definitive Agreement, including the fee for the services to be rendered, with the highest-ranked Proposer. If the City and the highest-ranked Proposer cannot agree on satisfactory terms and conditions for the desired Definitive Agreement, the City reserves the right to terminate negotiations with the highest-ranked Proposer and move to the next-highest-ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a Definitive Agreement with a Proposer that best meets the needs of the City.

The Definitive Agreement must be approved by the City Commission. The Definitive Agreement will commence upon its execution by the City.

Each fiscal year of the Definitive Agreement, and any renewals or extensions, will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

The Contractor's hourly rates, which will be negotiated after the Proposals are ranked and the highest-ranked Proposers are identified, shall remain firm at least through December 31, 2015. Escalation rates beyond that date will be negotiated in the Definitive Agreement.

G. DEFINITIVE AGREEMENT SUBJECT TO CITY'S PROCUREMENT CODE

Award(s) resulting from this solicitation shall be subject to the provisions of THE CITY OF LAKE WORTH CODE OF ORDINANCES, "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", CHAPTER 2, ARTICLE XIV, SECTIONS 2-111 THROUGH 2-119.

For questions and additional information, contact:

PROCUREMENT

Kari Hansen
Purchasing Agent
7 North Dixie Highway
Lake Worth, FL 33460
Tel: (561) 586-1674
E-mail: KHansen@LakeWorth.org

EXHIBIT "A"

PROPOSER INFORMATION AND SIGNATURE PAGE

(This page must be completed and inserted in the First Section)

RFQ ___-14-____

Company Name: _____

Authorized Signature: _____

Signature Print Name

Title: _____

Corporate Address: _____

Street

_____

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Remit To Address:

_____

Street

_____

City State Zip Code

Web Site (if applicable:_____

Federal ID No.:_____ This is a requirement of every Proposer.

EXHIBIT "B"

CONFIRMATION OF DRUG-FREE WORKPLACE**

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are being provided pursuant to a contract with the City a copy of the statement specified in subsection (1).

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

Exhibit "C"

REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

RFQ ___-14-____

STATE OF _____}
} SS:
COUNTY OF _____}

I am an officer of the Proposer firm, named below, submitting its Statement of Qualifications as part of the Proposer firm's response to an RFQ, and I am authorized to make the following Representations, Warranties, and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its Proposal may become part of any contract entered into between the City and the Proposer.

2. There are no actual, apparent or potential conflicts of interest between the Proposer or any sub-consultants or subcontractors and the interests of the City of Lake Worth, that are present or could develop with respect to the Scope of Services set forth in the RFQ and the City, any parties to this RFQ solicitation, or any third parties with whom or with which the Proposer has any business relationship. If there are any such conflicts, they are listed on a separate addendum to this Exhibit C. For purposes of this representation and warranty, the Proposer understands that the Proposer must disclose any relationships, whether past, present, or future, with any entity that might have an interest in the Proposer's estimate of the actual Fair Market Value of the City's Electric Utility System being either greater than or less than its true Fair Market Value, as defined by the American Society of Appraisers. The Proposer also understands that the Proposer must also disclose any engagements, whether past, present, or future, with any investor-owned utility that has acquired, or that has sought to acquire, any municipal or cooperative utility system anywhere in the United States.

3. Submittal of Proposer's Proposal is made without connection, coordination, or cooperation with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.

4. All principals and officers of the Proposer are named in the Proposal, and no person(s) other than those named therein has (have) any interest in the Proposal or in the anticipated contract.

5. The Proposer understands and agrees to all elements of the Proposal unless otherwise indicated or negotiated, and that the Proposal may become part of, and incorporated by reference into, any contract entered into between the City and the Proposer.

6. Proposer has not filed for bankruptcy in the past five (5) years.

7. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.

8. Neither the Proposer, nor any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.

9. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

10. The Proposer understands and agrees to be bound by any and all addenda issued by the City in connection with this RFQ.

11. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.

12**. Proposer certifies that the "Maximum Not To Exceed Price" as proposed is accurate, complete, and current at the time of submission of the Proposer's response to the RFQ, and that such Maximum Not To Exceed Price reflects hourly rates that are no higher than those charged to the Proposer's other customers for the same or substantially similar services in the Southeast Region of the United States during the preceding twelve (12) month period.**

13. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used

directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

14. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of information in its Proposal to third parties or to the public generally.

I certify or affirm that to the best of my knowledge and belief, the above statements are true and correct.

Proposer: _____

Officer's Name: _____

Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2014

by _____ *(name)* as the

_____ *(title)* of _____

(Proposer), and who is personally known to me or produced

_____ as identification.

_____
Notary Public

Notary Stamp:

EXHIBIT "D"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida

during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

AFFIRMED AND SIGNED before me this _____ day of _____,

2014, by _____ *(name),* as the

_____ *(title)* of _____ *(Proposer*

firm), and who is personally known to me or who produced _____

_____ as identification.

_____
Notary Public

Notary Stamp:

EXHIBIT "E"

FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Lake Worth ("City") by

_____ [printed or typed name of

individual] on behalf of _____ [printed or typed

name of entity submitting this sworn statement], whose business address is:

_____

_____

_____

_____

If applicable, the entity's Federal Employer Identification Number (FEIN) is

_____. If the entity has no FEIN, the Social Security Number of the individual

signing this sworn statement is _____.

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City of Lake Worth, Palm Beach County, the State of Florida, or any other public entity, including but not limited to the government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Purchasing Agent, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2), or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct hereinabove set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Certification, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this policy, or using substantially the same management, ownership or principals as the ineligible entity.

Any person or entity who claims that this policy is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's Purchasing Agent. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING AGENT FOR THE CITY OF LAKE WORTH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PURCHASING AGENT OR THE CITY MANAGER DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

_____
(Signature)

STATE OF _____

COUNTY OF _____

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

_____.
(Print, type, or stamp Commissioned name of Notary Public)

Signatory Requirement – In the case of a business entity other than a partnership or a corporation, the affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner or partners. In the case of a corporation, this affidavit shall be executed by the corporate president.

CITY OF LAKE WORTH

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

AGENDA DATE: January 20, 2015, Regular Meeting **DEPARTMENT:** Electric Utility

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EXECUTIVE BRIEF

TITLE:
Agreement with Willdan Financial Services, Inc. for Economic and Financial Valuation of Electric Utility System

SUMMARY:
This Agreement will authorize the economic and financial value of the City's electric utility system to be performed.

BACKGROUND and JUSTIFICATION:
The Electric Utility Advisory Board was directed to evaluate 3 alternatives concerning the Lake Worth Electric Utility: (1) sell the system, (2) build new generation facilities to serve the customers directly, (3) consider a long term purchase power agreement with another generating source. In order to consider a sale of the utility, it was determined that an Economic and Financial Value of the Electric Utility System to the City of Lake Worth and a Fair Market Value Appraisal needed to be determined. Request for Letters of Interest and Professional Qualifications (RFQ # 13-14-403) was issued June 20, 2014. Three proposals were received. Evaluation of the written submissions were done and the top 2 firms GAI and Willdan were selected to do Oral presentations. Evaluations of proposals were completed September 3, 2014. Willdan Financial Services of Orlando, Florida was selected as the preferred qualified consultant.

The Economic and Financial Value of the Electric System seeks to obtain an economic value to the City of Lake Worth. The Economic and Financial Value is determined as a going business concern for the indefinite future in terms of revenue provided to the City's general functions and activities. It was determined that Willdan Financial Services, Inc. had the best overall professional qualifications to perform the services requested in the RFQ. This appraisal is one component of the 'sale option' and should be performed in conjunction with the Fair Market Appraisal of the Electric Utility. The Willdan Financial Services price for this study is $46,000.

This item was reviewed and recommended by the Electric Utility Advisory Board on November 5, 2014. Additionally, this item was discussed during the December 2, 2014, City Commission meeting. The action of the Commission was to bring it back on the January 20, 2015, meeting.

MOTION:
I move to approve / not approve an agreement with Willdan Financial Services, Inc. in the amount of $46,000 to perform consulting services for the Economic and Financial Value of Electric Utility System of Lake Worth.

ATTACHMENT(S):
1) Fiscal Impact Analysis
2) Agreement
3) List of Proposers and Evaluation Matrix
4) Economic Value of Electric System

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0	0	0	0	0
Operating Expenditures	46,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	46,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Account Number	Account Description	FY2015 Budget	Current Balance	Agenda Expense	Remaining Balance
401-6020-531-31-90	Other	209,000	184,675	-46,000	138,675

C. Department Fiscal Review: Clay Lindstrom

PROFESSIONAL SERVICES AGREEMENT
(ECONOMIC AND FINANCIAL VALUE OF ELECTRIC UTILITY SYSTEM)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **Willdan Financial Services, Inc.**, a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City desires to obtain an economic and financial valuation of the Lake Worth Electric Utility System (the "Project"); and,

WHEREAS, the Consultant responded to the City's Request for Qualifications (#13-14-403) for an economic and financial valuation of the Lake Worth Electric Utility System (the "RFQ"); and,

WHEREAS, the City selected the Consultant's as the most qualified for the Project under the RFQ; and,

WHEREAS, the Consultant is willing to provide appropriately licensed, qualified personnel to accomplish the Project; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the accomplishment of the Project by the Consultant.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the RFQ and the Consultant's proposal submitted in response to the RFQ, which are incorporated herein by reference, the Consultant shall provide the City with all goods and services necessary to accomplish and complete the Project. Consultant shall be entitled to reasonably rely upon, with no obligation to verify, the completeness and accuracy of all information, data, reports, studies, plans and specifications provided by City or by the City's attorneys, engineers, accountants, consultants or employees to Consultant. The City shall not make a claim against the Consultant alleging that Consultant should not have relied upon such information provided by the City to Consultant so long as the Consultant's reliance was reasonable and not the result of gross negligence on the part of Consultant.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement is for a period of one (1) year from the Effective Date (the "Term") unless earlier terminated as stated herein. The "Effective Date" shall be the date the City sends the Consultant a notice to proceed. The parties may agree in writing to extend the Term of this Agreement.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days prior written notice of termination. In the event of such termination, the Consultant shall submit a final invoice to the City for the services performed to the date of termination and the compensation due the Consultant shall be pro-rated to the amount of services performed to the date of termination. The City shall not be liable for disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement prior to the Consultant completing the Project.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant **a maximum not-to-exceed price of Forty-Six Thousand Dollars ($46,000.00) for the accomplishing and completing the Project**. The City shall not compensate or reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant accomplishing the Project for the City.

b. Invoices. The Consultant shall render invoices as requested by the City (or at least monthly) for services that have been rendered in conformity with this Agreement. The invoices shall specify the services performed and the time spent on such services. If the City is paying for any reimbursable costs within the maximum not-to-exceed price, the Consultant shall include receipts for all such reimbursable costs. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement.

The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and the Florida Building Code.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant. All costs of a sub-consultant shall be a direct pass-through cost to the City.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: **INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required in the RFQ.** All such insurance policies may not be modified or terminated without the express written authorization of the City. The commercial general liability will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in

addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth
Attn: City Manager
7 N. Dixie Highway
Lake Worth, FL 33460

and if sent to the Consultant, shall be sent to:

Willdan Financial Services, Inc.
Attn: Jeff McGarvey
200 South Orange Avenue, Suite 1550
Orlando, FL 32801

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS . Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFQ and the Consultant's proposal in response to the RFQ. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the below representative of the Consultant hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

(a) Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Agreement.

(b) Provide the public with access to said public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining said public records and transfer, at no cost, to the City all said public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

SECTION 34: OWNERSHIP OF DOCUMENTS. The reports, appraisals, drawings, mock-ups, renderings, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use such drawings, mock-ups, renderings, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the Consultant.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (ECONOMIC AND FINANCIAL VALUE OF ELECTRIC UTILITY SYSTEM) as of the day and year set forth below by the City.

CITY OF LAKE WORTH, FLORIDA

Date: _____

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and
legal sufficiency:

_____ For
Glen J. Torcivia, City Attorney

WILLDAN FINANCIAL SERVICES, INC.

By: _____

[Corporate Seal]

Print Name: Jeff McGarvey
Print Title: Vice President, Managing Principal

STATE OF Florida)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 17th day of Nov., 2014, by Jeff McGarvey, as VP of Willdan Financial Services, Inc., and who is personally known to me or who has produced the following FLDLM261430634220 as identification.

Notary Public

Christina Cheryl E

CHRISTINA CHERYL ENNIS
Notary Public - State of Florida
My Comm. Expires Dec 23, 2017
Commission # FF 077259
Bonded Through National Notary Assn.

Where the Tropics Begin

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33460
Tel: 561-586-1674

LIST OF PROPOSERS
RFQ 13-14-403

ECONOMIC VALUE OF ELECTRIC SYSTEM TO THE CITY OF LAKE WORTH

The following firms have submitted to the Procurement Office on or before 12:00 p.m. on July14, 2014. RFQs were opened by Sarah Vinci.

Total number of Proposers: 3

Federal Appraisal & Consulting, LLC
460 US Hwy 22 West, Suite 403
Whitehouse Station, New Jersey 08889
Contact: Dolores Noboa
Title: Executive Assistant
E-mail: dnoboa@FederalAppraisal.com
Phone: 908-428-7990

GAI Consultants, Inc
618 E South Street, Suite 700
Orlando, FL 32801
Contact: Thomas R Kohler
Title: Senior Director
E-mail: t.kohler@gaiconsultants.com, SMcDonald@gaiconsultants.com
Phone: 407-423-8398

Willdan Financial Services
200 South Orange Street, Suite 1550
Orlando, FL 32801
Contact: Jeffrey McGarvey
Title: Managing Principal
Email: JMcGarvey@Willdan.com
Phone: 407-872-2467

City of Lake Worth
Evaluation Matrix

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: Monday, July 28, 2014

TOTAL AVERAGE WEIGHTED SCORI

	Evaluation Criteria Score Sheet:	Weight	Federal Appraisal & Consulting	GAI Consultants	Willdan
	RANKED:				
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	31.00	51.40	46.00
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	9.00	17.80	17.20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	10.40	15.40	19.00
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	3.60	4.80	4.00
	TOTAL AVERAGE POSSIBLE POINTS	100	54	89	86
	Total Points Received:		270	447	431

	Federal Appraisal & Consulting	GAI Consultants	Willdan
Maximum Not to Exceed Price	$ 75,000	$ 74,985	$ 46,000
Exhibit A	not signed	yes	yes
Exhibit B	yes	yes	yes
Exhibit C	yes	yes	yes
Exhibit D	yes	yes	yes
Exhibit E	yes	yes	yes

City of Lake Worth
Evaluation Matrix

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

			RANKED:
Evaluation Criteria Score Sheet:		**Weight**	**Federal Appraisal & Consulting**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 30
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 10
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 10
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 2
	TOTAL AVERAGE POSSIBLE POINTS	100	0 52
		Total Points Received:	0

	Federal Appraisal & Consulting

7/28/14

City of Lake Worth

Evaluation Matrix

PROCI
7 M
Lal

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

TOTAL AVERAGE

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**GAI Consultants**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 50
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0 85
		Total Points Received:	0

	GAI Consultants

7/28/14

City of Lake Worth
Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ce Worth, FL 33460

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**Willdan**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 40
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 15
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 3
	TOTAL AVERAGE POSSIBLE POINTS	100	0 73
		Total Points Received:	0

	Willdan

7/28/14

City of Lake Worth
Evaluation Matrix

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	**Weight**	**Federal Appraisal & Consulting**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	30
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00	10
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	0
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	
	Total Points Received:		0	45

	Federal Appraisal & Consulting

7-28-14

City of Lake Worth
Evaluation Matrix

PROCI
7 N
Lal

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

TOTAL AVERAGE

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**GAI Consultants**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 55
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 10
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0
		Total Points Received:	0 90

	GAI Consultants

7-28-14

City of Lake Worth
Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	**Weight**	**Willdan**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 55
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0
	Total Points Received:		0 100

	Willdan

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7-28-14

City of Lake Worth

Evaluation Matrix

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

			RANKED:	
Evaluation Criteria Score Sheet:		**Weight**	**Federal Appraisal & Consulting**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	45
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00	10
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	3
	TOTAL AVERAGE POSSIBLE POINTS	100	0	78
		Total Points Received:	0	

78	**Federal Appraisal & Consulting**

7-28-14

City of Lake Worth
Evaluation Matrix

PROCI
7 N
Lal

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

TOTAL AVERAGE

	Evaluation Criteria Score Sheet:	**Weight**	**GAI Consultants**	
			RANKED:	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	52
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00	18
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	5
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	95
	Total Points Received:		.0	

95	**GAI Consultants**

7-28-14

City of Lake Worth
Evaluation Matrix

JREMENT OFFICE
Jorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	**Weight**	**Willdan**	
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	30
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00	15
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	3
	TOTAL AVERAGE POSSIBLE POINTS	100	**0**	
	Total Points Received:		0	88

88	**Willdan**

7-28-14

City of Lake Worth
Evaluation Matrix

PROCU
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Lal

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

TOTAL AVERAGE

RANKED:

	Evaluation Criteria Score Sheet:	Weight	GAI Consultants Orlando
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 50
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 18
3	Time and Task Budget and Maximum Not To Exceed Price. $74,465	20	0.00 12
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0
	Total Points Received:		0 85

	GAI Consultants

Economist 20yrs
Strategic Analyst 18yrs
Redevelopment 26yrs
PhD 41yrs
PE 40yrs
PE 30yrs

Cost-benefit
economic impact
interag. coor.!

Dover DE
Dominion VA

7-28-14

City of Lake Worth
Evaluation Matrix

JREMENT OFFICE
lorth Dixie Highway
ke Worth, FL 33460

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

WEIGHTED SCOR

RANKED:

	Evaluation Criteria Score Sheet:	Weight	Willdan Orlando
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 35
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 20
3	Time and Task Budget and Maximum Not To Exceed Price. $46K	20	0.00 20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 5
	TOTAL AVERAGE POSSIBLE POINTS	100	0 80
	Total Points Received:		0

	Willdan

Tomlinson/ Harrison Consultants

CPA - Utility Acct - 16yrs.
- Cust. Sales/Bills - 22yrs
- Water/Mgs H2O - M&A
- Planning/Finance 20yrs
-
JD - 'P3' - Planning 15yrs
PE - Accounting Approaches 30yrs

Risk factors - $, rates, industry, location
"City" shared functions impact
Contracts, prop. ownership
- Intangibles - ?

- Dam DE
- Vero Beach

2-28-14

City of Lake Worth
Evaluation Matrix

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: TBD

RANKED: [redacted]

	Evaluation Criteria Score Sheet:	Weight	Federal Appraisal & Consulting	N.J.
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00	20
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00	5
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00	12
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00	5
	TOTAL AVERAGE POSSIBLE POINTS	100	0	
	Total Points Received:		0	42

	Federal Appraisal & Consulting

Market Value ? (402?)
Sales Comp.
Income
Cost

MRICS - 25yrs exp

AES
Dominion
PGE
ConEd
FPL

gather data furnished by Clewolt

7-28-14

City of Lake Worth
Evaluation Matrix

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33460

RFQ 13-14-403

Economic and Financial Value of Electric Utility System

Evaluation Meeting: Monday, July 28, 2014

TOTAL AVERAGE WEIGHTED SCORI

RANKED:

	Evaluation Criteria Score Sheet:	**Weight**	**Federal Appraisal & Consulting**	**GAI Consultants**	**Willdan**
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required	55	0.00 30	0.00 50	50 0.00
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida	20	0.00 10	0.00 18	16 0.00
3	Time and Task Budget and Maximum Not To Exceed Price.	20	0.00 10	0.00 20	20 0.00
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City	5	0.00 3	0.00 4	0.00 4
	TOTAL AVERAGE POSSIBLE POINTS	100	0 53	0 92	90 0
	Total Points Received:		0 53	0 92	90 0

	Federal Appraisal & Consulting	**GAI Consultants**	**Willdan**

7/28/14

The City of Lake Worth

RFQ # ___-14-____

Request for Letters of Interest and Professional Qualifications

Economic and Financial Value of Lake Worth Electric Utility System to the City of Lake Worth

PROCUREMENT OFFICE
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1674
FAX: 561-586-1673

Where the Tropics Begin

REQUEST FOR QUALIFICATIONS
RFQ ___-14-____

Request for Letters of Interest and Professional Qualifications

Economic and Financial Value of Lake Worth Electric Utility System to the City of Lake Worth

SUMMARY The City of Lake Worth is requesting Letters of Interest and Professional Qualifications for qualified consultants to provide comprehensive economic and financial analyses of the value to the City of Lake Worth of continuing to operate its Electric Utility System, including analyses of what total sale price the City would have to receive for its Electric Utility System in order to be as well off, economically and financially, as if it were to continue operating the System.

TIME AND DATE DUE Time is of the essence and any Proposal received after **Friday, June 20, 2014 at 12:00 P.M.,** whether by mail or otherwise, will be returned unopened. It is the sole responsibility of any Proposer to ensure that the Proposer's Letter of Interest and Qualifications are physically received by the City at the address below by the time indicated. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number and title, and also with the date and hour by which proposals are scheduled to be received.

IMPORTANT NOTE: **This RFQ process is subject to anti-lobbying ordinances and both the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Please carefully review Sections N, R, and S within Part I of this RFQ, General Information for Proposers, to avoid violation and possible sanctions.**

Interested parties may obtain a copy of this Request for Qualifications by contacting the City of Lake Worth Procurement Office at (561) 586-1674 or from our website at www.lakeworth.org.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office, 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

SEALED ENVELOPE MUST BE IDENTIFIED AS RFQ # ___-14-____.

BY:_____ PUBLISH: Demand Star/Onvia
Kari Hansen/ Procurement Office May 22, 2014

Request for Letters of Interest and Professional Qualifications

Economic and Financial Value of Lake Worth Electric Utility System to the City of Lake Worth

RFQ ___-14-____

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Request for Letters of Interest
and Professional Qualifications

Economic and Financial Value of City of Lake Worth Electric Utility System

RFQ ___-14-____

I. GENERAL INFORMATION FOR PROPOSERS

PROPOSERS AND PROPOSALS MUST COMPLY WITH AND CONFORM TO THE FOLLOWING INSTRUCTIONS AND REQUIREMENTS IN ORDER TO BE CONSIDERED FOR SELECTION.

Through this Request for Qualifications ("RFQ"), the City of Lake Worth ("City") seeks Letters of Interest and Statements of Qualifications from qualified professional consultants to prepare comprehensive analyses of the economic and financial value of the Lake Worth Electric Utility System ("System") to the City of Lake Worth. As discussed in more detail herein, time is of the essence in conducting this RFQ process, in selecting and engaging the most qualified Proposer to perform the requested services, and in the selected Proposer's completing those services. Accordingly, all Proposers are notified and advised that their proposals must comply with and conform to the instructions and requirements in order to be considered for selection.

A. OPENING LOCATION

Proposals submitted in response to this RFQ will be publicly opened at:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Proposals become "Public Records" ten (10) days after the proposal opening or if an award decision is made earlier than this time as provided by Section 119.071, Florida Statutes. Proposers should also note that the definitive contract between the City and the successful Proposer will be a public record and subject to disclosure to any member of the public requesting it.

B. RFQ DOCUMENTS AND RELATED INFORMATION

Notices or bids, requests for proposals, requests for qualifications, and related documents, including addenda, are posted on Demand Star at http://www.DemandStar.com and on the City Procurement Office's web page at http://www.lakeworth.org. Bid documents, including RFQs and requests for proposals are available in portable data format (pdf) files,

which may be viewed and printed using Adobe Acrobat software. You may download a free copy of this software (Adobe Acrobat) from the City's web page if you do not have it.

NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLAN HOLDER" DISTRIBUTION SYSTEM.

C. PROPOSAL DELIVERY REQUIREMENTS

It shall be the sole responsibility of each Proposer to ensure that his/her/its proposal is physically delivered to and received by the City's Procurement Office on or before the stated time and date. As stated above, the date and time due are as follows:

12:00 P.M., Eastern Daylight Time, July 7, 2014.

ANY PROPOSALS RECEIVED AFTER THE STATED TIME AND DATE WILL NOT BE CONSIDERED.

IF A PROPOSAL IS SENT BY U.S. MAIL, OR BY ANY OTHER DELIVERY SERVICE, THE PROPOSER SHALL BE SOLELY RESPONSIBLE FOR ITS TIMELY DELIVERY TO THE CITY'S PROCUREMENT OFFICE. PROPOSALS DELAYED IN THE MAIL, OR IN TRANSIT BY ANY OTHER DELIVERY SERVICE, SHALL NOT BE CONSIDERED AND SHALL NOT BE OPENED AT THE PUBLIC OPENING. Arrangements for the return of any proposals that are received after the stated time and date shall be made at the Proposer's request and at the Proposer's expense.

D. CHANGES, CLARIFICATIONS, INTERPRETATIONS, ADDITIONAL INFORMATION, AND ADDENDA TO RFQ

Changes to this RFQ will be made only by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Bids and Proposals. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFQ should be submitted in writing via mail or e-mail to the following City Purchasing Agent:

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

The City will respond to questions and to requests for clarification, interpretation, and additional information that are received by the above-named Purchasing Agent **no later than 5:00 P.M. Eastern Daylight Time, on Wednesday June 25, 2014**, which is nine (9)

calendar days prior to the due date for proposals. The City will not respond to any questions, inquiries, or requests received after this time.

All questions, inquiries, and requests will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFQ. The City intends to issue responsive addenda as soon as practicable after each request or question is received, and similarly, if the City determines on its own that any addenda are necessary, it will issue them as soon as practicable. In all events, the City will strive to issue all addenda responding to Proposer requests and questions by 5:00 P.M. on Monday, June 16, 2014, which is four (4) calendar days and four (4) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

Each Proposer is responsible to examine all RFQ documents and for evaluating and judging all matters relating to the adequacy and accuracy of such documents as perceived and understood by the Proposer. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information desired by the Proposer with respect to the RFQ shall be made in writing (electronic mail is satisfactory) through the Lake Worth Procurement Office. The City shall not be responsible for oral interpretations given by any City employee, representative, agent, or other person. **THE ISSUANCE OF A WRITTEN ADDENDUM IS THE ONLY OFFICIAL METHOD WHEREBY ANY INTERPRETATION, CLARIFICATION, OR ADDITIONAL INFORMATION CAN OR WILL BE GIVEN BY THE CITY.**

Each Proposer is responsible to make any such written addenda a part of the Proposer's proposal. It shall be the responsibility of each Proposer, prior to submitting his/her/its proposal, to contact the Lake Worth Procurement Office, using the contact information provided in subsection I.B above, to determine if any addenda were issued in connection with this RFQ. In the absence of express inclusion of the addenda with a Proposer's proposal, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

The deadline for requesting any interpretations, clarifications, or additional information pertaining to this RFQ shall be Wednesday, June 25, 2014 at 5:00 P.M. EDT. This deadline has been established to maintain fair and practicable handling of all reasonable and timely requests and to ensure fair treatment of all potential Proposers.

E. TERMS

The term "Proposer" refers to a firm, individual, company, or other business entity submitting a response to this RFQ. The complete submittal is referred to as the "Proposal." It is the City's intention to enter into a written agreement, referred to herein as the "Definitive Agreement," with the Proposer whose Proposal, including the definitive terms negotiated between the City and the successful Proposer and embodied in the Definitive Agreement, represents the engagement that is most advantageous to, and in the best interests of, the City and its citizens. As applicable, once the Definitive Agreement is executed, the successful Proposer will thereafter be referred to as the "Contractor."

F. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Lake Worth and the City shall be the sole distributor of all addenda and/or changes to this document. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriber's publications, or by other sources not connected with the City, and the Proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

G. LEGAL NAME OF PROPOSER

Each Proposal shall clearly state the legal name, address, and telephone number(s) of the Proposer, regardless whether the Proposer is a company, firm, partnership, individual, or other form of business entity. Each Proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

H. PROPOSAL EXPENSES

All expenses incurred by a Proposer in preparing a Proposal, supporting a Proposal, making a presentation to the City in support of a Proposal, or otherwise incurred in connection with seeking to provide the Scope of Services sought by the City through this RFQ are solely the responsibility of the Proposer, and are not subject to reimbursement by the City in any way or for any reason.

I. PROTESTS

Any Proposer who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's Code of Ordinances, Chapter 2, Article XIV, Sections 2-111 through 2-119. The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

J. PUBLIC DISCLOSURE

Upon receipt by the City, all inquiries and responses to inquiries related to this RFQ become "Public Records" under Florida law and are subject to public disclosure pursuant to Chapter 119, Florida Statutes.

Proposals become "Public Records" ten (10) days after the proposal opening, or on the date on which an award decision is made if such decision is made less than ten (10) days

after the proposals are opened. No announcement of pricing or review of the Proposal documents shall be conducted at the public opening of the Proposals.

K. PROPERTY OF THE CITY

All materials submitted in response to this RFQ become the property of the City. The City has the right to use any or all ideas presented in any response to this RFQ, whether amended or not, and selection or rejection of a Proposal does not affect this right. **No variances to this provision shall be accepted**.

L. RIGHTS RESERVED BY THE CITY

There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the Definitive Agreement to the Proposer submitting the best overall responsive Proposal which is most advantageous and in the best interests of the City and its citizens. The City shall be the sole judge of the Proposals and the resulting contract that is in its best interests, and its decision shall be final.

The City reserves the right to reject all Proposals and either to re-issue the RFQ or to cancel the RFQ altogether.

The City reserves the right to make such investigations of any Proposer, or of any representations contained in any Proposal, and to solicit additional information or submittals from any Proposer, or from others, including references and former employers, as the City deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Qualifications.

M. APPLICABLE LAWS

This RFQ is subject to all applicable laws, including without limitation, the statutes, rules, regulations, and ordinances, of the United States, the State of Florida, Palm Beach County, and the City of Lake Worth. Each Proposer must be qualified to transact business in the State of Florida. Proposers are specifically advised that Proposals and other information submitted in connection with this RFQ, as well as Proposers' inquiries and requests regarding the RFQ, and the City's responses to such inquiries and requests, are subject to Florida's Public Records laws, particularly Chapter 119, Florida Statutes.

N. ETHICAL REQUIREMENTS

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City

officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFQ.

O. PUBLIC ENTITY CRIMES

Each Proposer shall submit a sworn statement regarding "public entity crimes" as that term is defined in Section 287.133(1)(g), Florida Statutes, as Exhibit D to its response to this RFQ.

P. INSURANCE

The successful Contractor shall, within five (5) days following execution of the Definitive Agreement with the City, and before doing any work under the Definitive Agreement, procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations are performed by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Definitive Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums required by the City.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name The City of Lake Worth as an additional insured to the extent of its interests arising from the Definitive Agreement, or from any other contract, lease, or similar document arising from this RFQ.

The Proposer/Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Proposer's/Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of the Definitive Agreement between the City and the Contractor.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440, Florida Statutes.

The Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor firm is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the CITY, certificates of insurance shall be accompanied by documentation that is acceptable to the CITY establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the CITY at least 30 days prior to coverage renewals. Failure of the Contractor firm to provide the CITY with such renewal certificates may be considered justification for the CITY to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that The City of Lake Worth is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.

4. Designate The City of Lake Worth as the certificate holder as follows:

City of Lake Worth
7 N. Dixie Hwy
Lake Worth, FL 33460

5. Indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the CITY, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the Contractor shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The CITY requires the following endorsements or additional types of insurance:

Professional Liability/Malpractice/Errors or Omissions Insurance

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Q. DRUG FREE WORKPLACE

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals received by the City are equal with respect to price, quality, and service, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Accordingly, Proposers are encouraged to carefully review

Exhibit B to this RFQ, "CONFIRMATION OF DRUG-FREE WORKPLACE," and, if applicable, execute that Confirmation for inclusion with their Proposals.

R. LOBBYING

All prospective Proposers are hereby cautioned not to contact any City Commissioner, member of City Staff, or any member of the Evaluation Committee (to be created by the City as described herein) after submittals are opened, nor attempt to persuade or promote the selection of their Proposals through other channels until notification that the Evaluation Committee has arrived at a recommendation of the most qualified Proposers. Until notification is received, all contacts must be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the Proposer's Proposal.

S. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this RFQ. A complete copy of the City's Procurement Code is available on-line at municode.com under the City of Lake Worth's Code of Ordinances, Chapter 2, Article XIV, Sections 2-111 through 2-119. All Proposers are strongly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all Proposals, or other action by the City to end the selection process.

T. REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

Each Proposer shall submit an executed statement of Representations, Warranties, and Disclosures in the form, and having the content of, Exhibit C to this RFQ.

U. PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

The City of Lake Worth has adopted a policy prohibiting the award of City contracts to persons, business entities, or affiliates of business entities who have not submitted a written certification to the City that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, or violations of certain environmental laws. A Non-Conviction Certification Form is attached as Exhibit E to this RFQ for this purpose.

V. EQUAL EMPLOYMENT OPPORTUNITY

The City of Lake Worth, consistent with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the United States Department of Commerce (15 CFR, Part 8) issued pursuant to that Act, hereby notifies all prospective Proposers that the City will affirmatively ensure that, in any contract entered into pursuant to this RFQ, minority business enterprises will be afforded full opportunity to participate in response to this RFQ and will not be discriminated against on the grounds of race, color, creed, sex, age, or national origin in consideration for award of a Definitive Agreement pursuant to this RFQ.

W. AMERICANS WITH DISABILITIES ACT

The City of Lake Worth does not discriminate on the basis of any individual's disability status. This non-discrimination policy involves every aspect of the City's functions, including one's access to participation, employment, or treatment in the City's programs and activities. Anyone requiring reasonable accommodation for the public meetings specified in this RFQ, e.g., the public opening of proposals, public information meetings, meetings of the City's Electric Utility Advisory Board, City Commission meetings, presentations, and other public events, should contact the person named as the contact person of the City's Procurement Office at least twenty-four (24) hours in advance of any such activity, to ensure that proper arrangements for the requestor's attendance and participation can be made.

X. DISCLAIMERS AND DISCLOSURES

The information contained herein is provided solely for the convenience of Proposers. While the City has used reasonable diligence in its efforts to ensure that the information herein is as accurate as possible, it is the specific responsibility of each Proposer to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances or warranties as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy, or completeness, and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any Proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the non-material provisions of this RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting Proposals in response to this RFQ. Following submission of a Proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and

disclosure data, relating to the Proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, principals, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to Proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such Proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City or the City's advisors.

Any Proposer who submits a Proposal in response to this RFQ fully and expressly acknowledges all the provisions of this section titled DISCLAIMERS AND DISCLOSURES and agrees to be bound by the terms hereof. Any Proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

II. SUBMITTAL OF DOCUMENTS - FORM AND CONTENT OF PROPOSALS

A. NUMBER AND FORMAT OF COPIES TO BE SUBMITTED; SUBMITTAL TO BE SEALED AND MARKED

Proposers desiring to provide the Scope of Services sought by the City through this RFQ shall **submit one (1) original paper copy, five (5) additional paper copies, and one (1) electronic copy** of their complete Proposals containing all of the requested documents and information set forth below by **12:00 P.M. (12:00 Noon) Eastern Daylight Time on Monday, July 7, 2014.** Electronic copies should preferably be in Adobe Acrobat PDF format, but other industry standards will be considered. Electronic copies should be submitted on a CD or DVD, or other industry standard electronic storage device with a USB connection.

The above-described copies, including the paper copies and the electronic copy, shall be submitted in one sealed package, clearly marked on the outside as follows: "Sealed Proposal in Response to City of Lake Worth RFQ # ____-14-____". The complete submittal package shall be delivered to the following address:

City of Lake Worth Procurement Office
Second Floor, Lake Worth City Hall
7 North Dixie Highway
Lake Worth, Florida 33460

Original letters of interest shall be signed by an authorized representative of the Proposer. All information requested must be submitted. Failure to submit all information may delay evaluation of the qualifications. Submittals that are substantially incomplete or that lack key information may be rejected by the City at its discretion.

B. DOCUMENTS TO BE SUBMITTED

Each Proposer shall submit the following documents and documentation as the Proposal that the Proposer wishes the City to consider in this RFQ process.

1. Letter of Interest
2. Statement of Qualifications & Proposal
3. Exhibit A PROPOSER INFORMATION & SIGNATURE PAGE
4. Exhibit B CONFIRMATION OF DRUG-FREE WORKPLACE
5. Exhibit C REPRESENTATIONS, WARRANTIES, AND DISCLOSURES
6. Exhibit D SWORN STATEMENT RELATING TO PUBLIC ENTITY CRIMES
7. Exhibit E FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

C. CONTENT OF LETTER OF INTEREST

Each Proposer shall submit a Letter of Interest providing the following information:

1. The Proposer's legal name and business address.

2. Express declaration that the Proposer wishes to be considered for award of a Definitive Agreement to perform the Scope of Services described in this RFQ.

3. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.

4. A statement, confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer is willing and able to perform the Scope of Services described in this RFQ, within the time set forth herein, at a total cost to the City that is no greater than the Proposer's Maximum Not to Exceed Price.

5. A statement, also confirmed by the signature of an authorized principal or officer of the Proposer, that the Proposer will, for additional consideration to be negotiated if and when necessary and appropriate, provide additional services related to the Proposer's analysis of the Economic & Financial Value of the City's Electric Utility System. Such additional services may include making up to 3 additional presentations to meetings of the Electric Utility Advisory Board ("EUAB"), and up to 3 additional presentations to the City Commission or to public workshops regarding the City's Electric Utility System, or providing support in connection with future proceedings or negotiations. (In this context, "additional presentations" refers to presentations or testimony to meetings after those contemplated as being made to the EUAB and the City Commission in or about December 2014, at the conclusion of the Contractor's completion of the Economic & Financial Value analysis of the City's Electric Utility System.)

D. CONTENT OF STATEMENT OF QUALIFICATIONS & PROPOSAL

Each Proposal shall include the items and content listed below.

1. A description of the Proposer, including the Proposer's form of business entity (corporation, partnership, limited partnership, limited liability company, individual, sole proprietorship, or other), and also including the names of the Proposer's principals and officers.

2. Proof of proper State of Florida business licensure. If the Proposer is a registered business entity in Florida, please submit a statement confirming that the Proposer is in good standing with the Division of Corporations, Florida Department of State. If the Proposer is not a registered business entity in Florida, please submit documentary evidence confirming that the Proposer is authorized to transact business in Florida.

3. A description of the Proposer's background, size, and general staffing levels, including information for the Proposer organization stating how many total employees work for the Proposer at any time, including full-time, part-time, temporary, and seasonal employees, and also including an indication of how many subcontractors work for the Proposer, on average.

4. A description of any changes in the mode of conducting business that either the Proposer, or the principals who will be dedicated to performing the Scope of Services described herein, have made within the past three (3) years. Such changes should include any mergers, acquisitions, consolidations, changes of employment by principals (from one firm to another), downsizing, or bankruptcy proceedings.

5. Principals and Key Personnel. Specific listing of the principals and other key personnel (including, without limitation, support staff, junior technical or analytical employees, subcontractors, and others) who will be dedicated to performing the Scope of Services, including the relevant experience of each principal and other key personnel listed. At a minimum, include a current resumé or curriculum vitae for each principal who will be dedicated to performing the Scope of Services; resumés or curriculum vitae for other, non-principal key personnel are desirable but not required.

6. Professional Licenses and Certifications. For each principal or other key personnel, include information regarding such person's professional licenses and certifications, e.g., Professional Engineer or Certified Public Accountant licenses, including the state or states in which each person is licensed, and license numbers; certification as a Certified Government Financial Manager; certification as a Certified Public Finance Officer; certification as an Accredited Member or as an Accredited Senior Appraiser by the American Society of Appraisers; or other certifications or licenses that the Proposer believes are relevant to the Proposer's ability to perform the Scope of Services.

7. Approach to Scope of Work. Provide a detailed description of the approach, or approaches, that the Proposer intends to use to perform the Scope of Services requested by the City.

8. Time and Task Schedule and Person-Hours Budget

Background. The City anticipates executing the Definitive Agreement for the services sought through this RFQ by September 4, 2014, and the City expects the work to be substantively and substantially complete by December 8, 2014. (Reasonable allowances will be made for final editorial changes and non-substantive revisions between December 8 and the final presentation to the City Commission in December 2014.) This schedule is necessary to support other decisions that the City must make relative to its electric utility operations, and accordingly, **any variance to this schedule that reflects a substantive completion date later than December 8, 2014, will be disqualified**. Proposers should also expect that the Definitive Agreement for the contemplated services will include severe financial penalties if the work is not substantively and substantially complete by December 8, 2014.

The Proposer's Time and Task Schedule and Person-Hours Budget should identify major components (tasks) of the work effort that the Proposer intends to apply to perform the Scope of Services, and may also identify more detailed components of the work effort. For each work component or task identified, the Proposer should indicate:

a. the estimated person-hours of each principal and other key personnel with respect to each task;

b. the total person-hours that the Proposer estimates will be required to complete each such task; and

c. the projected date on which each task will be completed.

9. A Maximum Not To Exceed Price for which the Proposer will commit to perform the Scope of Services described in this RFQ within the time set forth herein. The Proposer may, but is not required to, submit a listing of hourly rates; the City intends to negotiate hourly rates and cost reimbursement provisions in the Definitive Agreement, and the City may also negotiate for a lower Maximum Not To Exceed Price than that quoted in the Proposer's Proposal.

10. Listing of similar projects that the Proposer, or current principals of the Proposer, have completed over the past five (5) years, including the services provided and the location of the electric utility facilities or systems for which an economic or financial value analysis was provided. As applicable and available, please include citations, titles and dates of reports, information as to how the Proposer's work product can be accessed via the internet, and any other information that would assist the City in accessing and reviewing relevant work products of the Proposer or its principals. The requested listing should include any legal proceedings, including arbitrations, civil trials, eminent domain proceedings, or other proceedings in which the Proposer's estimate of the economic or financial value of utility facilities or a system was at issue.

11. Variances. While the City allows Proposers to specify any desired variances to the RFQ terms, conditions, and specifications, **other than variances to the Scope of Services, which will not be acceptable,** the number and extent of variances taken will be considered in determining the Proposer who is most advantageous to the City. **Proposers should note specifically that the date set forth herein for substantive and substantial completion of the Scope of Services, December 8, 2014, has been established by the City to accommodate and facilitate other decisions that the City expects to make in connection with its Electric Utility System, and accordingly, any proposed variance that materially deviates from this date will result in the Proposal being disqualified**.

12. References. A list of references from past or current clients for whom the Proposer, or its principals who will be dedicated to performing the Scope of Services herein, have performed work that is similar to that requested in the Scope of Services herein. The information provided should include the name of the client, the names of individuals familiar with the Proposer's (or principal's) work for the client, and telephone numbers, mailing addresses, and e-mail addresses for such contact persons.

13. Addenda. The Proposal should include all addenda issued in connection with this RFQ, if practicable. If a Proposal does not include the addenda, the City will accept the Proposer's warranty, set forth in Exhibit C herein, that the Proposer understands and agrees to be bound by any and all such addenda.

14. Each Proposer shall list any lawsuits, including case number and venue, in which either the Proposer firm or any principals of the firm, or any subcontractors whom the Proposer intends to assign to work on the Scope of Services, has been involved relative to services performed or that the Proposer was alleged to have failed to perform over the last five (5) years.

15. Any additional information that the Proposer believes would assist the City in evaluating the Proposer's Proposal.

III. SCOPE OF SERVICES

A. INTRODUCTION

In summary, the City of Lake Worth seeks to obtain thorough, detailed professional analyses of the economic and financial value to the City and its citizens of continuing to operate its Electric Utility System as a going business concern for the indefinite future. This request arises because, as a matter of public policy and good government, the City asks the question whether it should remain in the electric business, or whether it should exit the electric business.

The City Electric Utility System has substantial value to the City in many respects, but the requested analyses are directed to the System's economic and financial value to the City. Like the electric utility systems owned and operated by most or all of the 35 Florida municipalities that operate their own electric systems, the Lake Worth Electric System generates revenues greater than the short-term and long-term costs that it incurs to own and operate the Electric Utility System, and those revenues are used to support general City government functions. In summary, the City receives revenues from the sale of electric service (primarily at retail, but also including some wholesale revenues), and from the public service tax that it imposes within the City limits pursuant to Section 166.231, Florida Statutes. Proposers should be aware that the City has adopted Ordinance No. 2013-40, which provides that "the City of Lake Worth, Florida, is committed to a five (5) year plan to lower the City's electric rates to attain parity with rates charged by FPL for similar services." The City also incurs the same types of costs that all electric utilities incur. These include (a) the costs to own, operate, and maintain power plants, transmission and distribution facilities, costs for purchasing wholesale power, and costs to service its customers' accounts (billing, collection, and customer assistance), and (b) long-term costs such as debt service, long-term contractual obligations for purchased power, and long-term costs associated with pension liability for both current employees and retirees.

If the City were to sell its Electric System, the assumption is that a Purchasing Utility would buy all of the City's electric facilities and assets, take over the responsibility to serve all of the City's electric customers, and either assume all of the City's short-term and long-term liabilities associated with the Electric System or pay the City an amount sufficient to pay off all foreseeable liabilities; the City would also expect to receive revenues from franchise fees that would be collected and remitted by the Purchasing Utility, from the public service tax on sales to customers within the City limits, and from property taxes paid by the Purchasing Utility, assuming that the Purchasing Utility was not exempt from such taxes. Revenues and costs are discussed in more detail below.

Because the City relies on its Electric System as a revenue source, the ultimate answer to the City's question – the value of the System to the City whether it remains in or exits the electric business – must be informed by considerations of how the City would fund general City government functions and activities if it were to exit the business, and this question can be formulated as follows:

Including providing funds that are sufficient to pay all operating costs and all costs associated with long-term contractual obligations and other liabilities, what is the value to the City of Lake Worth of continuing to own and operate its Electric Utility System in terms of the contributions that the surplus revenues from the System makes, and is reasonably foreseeable to make, to support City government functions and activities?

Alternately, the question may be formulated as follows:

What minimum price would the City have to receive, and under what terms and conditions could a sale of the City's Electric Utility System be made, that would leave the City in a better financial situation – in terms of being able to support City government – following the sale as it would be by continuing to operate and fully upgrade the System by a capital investment in generation facilities? Additionally, what is the net present value to the City?

Because the City necessarily plans to exist indefinitely, the City believes that the time horizon for the requested analyses must be at least 50 years, and that analyses for both 50 years and 100 years would be appropriate.

The City desires that the analyses of the Economic & Financial value of the City's Electric Utility System be stated as of January 1, 2017, and also as of January 1, 2018, and as of January 1, 2019.

The scope of services may be expanded after completion of the initial written report and presentations to include participation in future City activities relating to the future of the City's Electric Utility System. The City anticipates that such potential expansion of scope will be addressed in the Definitive Agreement between the City and the Contractor, e.g., by agreement on the scope of such services and the hourly rates at which the Contractor would be compensated if the City were to desire to engage the Contractor to provide such services. (Proposes should not include either hours or costs for such expanded activities in their Proposals.)

B. PRODUCTS AND SERVICES

1. Analyses

The City desires analyses of the value to the City of continuing to own and operate its Electric Utility System. The questions stated above can be approached from at least two different directions.

a. First, if the analysis assumes that the City would remain in the electric business, the analysis would address the net present value (NPV) of the difference between the System's revenues and all costs of owning and operating the System, including all long-term liabilities, again assuming that Electric System revenues are sufficient to pay all short-term and long-term costs. This analysis should consider anticipated customer growth equivalent to

national and state projections, potential debt, rate parity, and revenue sufficiency to still provide the surplus revenues to support City government.

b. If the analysis assumes that the City were to sell the System, the analysis would address the NPV of the difference between the surplus funds that the City Electric System would generate to support the City, under continuing City ownership and management, and the funds (franchise fees, public service taxes, and property taxes, if applicable) that would be generated by the Purchasing Utility, assuming that the Purchasing Utility would assume or otherwise fully guarantee all of the City's liabilities associated with the Electric Utility System.

c. If the analysis contemplated by subparagraph b above does not assume that the Purchasing Utility will assume or fully guarantee all of the City's liabilities, then the analysis must address the sum of the NPV of the surplus funds that the Electric System generates to support the City plus the NPV of the amount that the City would have to receive in order to be able to cover all of its short-term and long-term liabilities.

2. Written Report

The Contractor's estimates of the economic and financial value of the Electric System to the City must be fully documented in a written report submitted to the City by the Contractor. The written report must include all assumptions, supporting analyses and calculations, source data, and other supporting materials upon which the estimates are based.

3. Presentations to Electric Utility Advisory Board and City Commission

The Contractor will also be expected to present the Economic & Financial Value analyses, including detailed results, to meetings of the Electric Utility Advisory Board and the City Commission. Those meetings are expected to be held on or about December 15-16, 2014.

4. Additional Services

The City may, in the future, require the professional services of the Contractor in connection with matters relating to the value of the City's Electric Utility System. Such additional professional services may include additional presentations to the EUAB or the City Commission beyond those presentations expected to be made in December 2014, and potentially support of negotiations relating to a sale of the system to another entity, such as another utility system. Such additional services should not be included in the Proposer's Time and Task Budget or in the Maximum Not To Exceed Price. However, the City desires that the Contractor commit to providing such services as they may become necessary in the future, and the City expects to negotiate hourly rates and appropriate terms and conditions for such services as part of the Definitive Agreement.

C. DESCRIPTION OF CITY OF LAKE WORTH

The City of Lake Worth is a municipality and political subdivision of the State of Florida, duly organized and existing under the laws of that State. The City is governed by a

duly elected City Commission composed of five (5) members, a Mayor, Vice Mayor, and three District Commissioners, each of whom are elected to two-year terms. The City is located in Palm Beach County, Florida. The current population of the City is approximately 37,000 persons. Geographically, the City comprises approximately 7 square miles and includes a beach on the Atlantic Ocean as well as frontage on the body of water known as Lake Worth.

The City owns and operates an Electric Utility System, as well as water and wastewater utility systems. The Electric Utility System is subject to ultimate decision-making governance by the City Commission, which meets between two and four times per month, as required by the needs of the City. The City Commission regularly receives input directly from interested citizens, and also from the Electric Utility Advisory Board (EUAB), a standing board consisting of citizens appointed by the City Commission to investigate and consider electric utility issues and to provide their advice to the Commissioners. The EUAB normally meets monthly.

The City's total expenditure budget for Fiscal Year 2014 is $196,249,345. The total budget for the Electric System for FY 2014 is approximately $60.4 million. The City's FY 2014 budget indicates that the Electric System will contribute approximately $4.1 million to the City's General Fund as a Contribution from Enterprise, which is the equivalent of a Payment in Lieu of Taxes (PILOT), and that the Electric System will also contribute approximately $3.1 million toward general City administrative costs. Additionally, the City collects public service taxes on electric utility service pursuant to Section 166.231, Florida Statutes. The City anticipates that it would continue to collect the public service tax even if the Electric System were sold to another entity. (If so, the City expects that the public service tax percentage would remain constant at its present level of 10 percent, but this rate would have to be applied to the assumed revenues of the purchasing utility.)

The City has certain pension liabilities for current employees and retirees. The City estimates that the pension liability for employees and retirees of the Electric System represents approximately 50 percent of the total. As of October 1, 2011, the City had an Unfunded Accumulated Actuarial Liability of approximately $41 million to $45 million, depending on the assumptions used in the actuarial analyses; under the current amortization schedule, this Unfunded Accumulated Actuarial Liability is projected to be fully amortized (decline to zero) in 2041.

As a matter of public policy, for the purpose of its consideration of whether to remain in or exit the electric business, the City believes that all other tax rates and revenue sources should be assumed to remain constant, such that the City will get an accurate assessment of the economic and financial value of the Electric System to the City.

D. DESCRIPTION OF LAKE WORTH ELECTRIC UTILITY SYSTEM

1. History

The City of Lake Worth was formally incorporated in 1912. The first electric franchise was granted to the Lake Worth Water, Light, and Ice Company in 1913, and the first "turning on of the lights" took place on May 18, 1914. Thus, this RFQ process coincides precisely with the centennial of the Lake Worth electric system. The City purchased both the water and light systems in 1916. The first electric meters were installed in 1919, and some of those are still in service.

2. Overview of Customers and Load Characteristics

As Lake Worth has grown, so has its Electric Utility System. The City now provides service to approximately 25,000 customer accounts (meters). The City's 2014 Net Energy for Load is estimated to be approximately 440,000 megawatt-hours (MWH), and is expected to grow modestly over the foreseeable future, to approximately 475,000 MWH in 2023. In terms of energy sales, approximately 57 percent are Residential, approximately 22 percent are Commercial, and approximately 1 percent are for Street & Highway Lighting. The City's maximum annual peak demands are estimated to be approximately 88 megawatts (MW) in 2014, and to increase to approximately 100 MW in 2023.

3. Overview of Electric System Revenues and Expenses

As summarized above, the City of Lake Worth has operated its Electric Utility System as a "going business concern" for nearly a century. Over time, like most, if not all, other Florida municipal utility systems, the City has used a reasonable amount of the revenues generated from its electric operations to supplement its general budget. The current general fund contribution is approximately $4.1 million per year. The Electric System also contributes approximately $3.1 million per year to general City administrative costs; this administrative cost contribution is based on an allocation formula, but the Economic & Financial Value analyses will have to address whether any of the general City administrative costs could be avoided or discontinued if the City were to sell its Electric System.

Total Electric System revenues include retail revenues and wholesale revenues. Retail revenues include both charges for the sale of electricity to end-use customers and "service charges," such as connection fees, reconnection fees, late charges, and the like. System expenses include: contract payments for the purchase of wholesale power; costs incurred by the City to own and operate its own fleet of power plants; certain fuel supply costs; the costs of bulk transmission service; costs incurred to own and operate its transmission and distribution facilities; costs to service customer accounts, including metering and billing costs; engineering costs; depreciation; and debt service costs. The contributions to the City's general fund and contributions to cover general City administrative costs are treated as expenses in the Electric System budget.

4. Generation Assets

The City's generation assets include approximately 90 MW of City-owned generating units, of which 9.9 MW is only available for emergency operations. The City's generation assets also include generation entitlements to approximately 20.6 MW (including associated energy) of the output of the St. Lucie 2 nuclear power plant, which is jointly owned by the Florida Municipal Power Agency (FMPA) and Florida Power & Light Company (FPL) and operated by FPL; and to approximately 10.0 MW (including associated energy) of the output of the Stanton I coal-fired power plant, which is jointly owned by FMPA, the Orlando Utilities Commission (OUC), and the Kissimmee Utility Authority (KUA), and operated by OUC. The City's generation entitlements to the St. Lucie plant's output arise through a number of contracts and amendments, the chief of which are the St. Lucie Power Sales Contract between FMPA and Lake Worth dated June 1, 1982, as amended, and the St. Lucie Project Support Contract dated as of June 1, 1982, as amended. The City's generation entitlements to the Stanton I unit's output arise through certain contracts, as amended, the chief of which are the Stanton I Power Sales Contract between FMPA and Lake Worth dated January 16. 1984, and the Stanton I Project Support Contract dated January 16, 1984.

The City is also a party to similar power supply contracts for the output of the Stanton II coal-fired unit operated by OUC. The City's rights and obligations with respect to the Stanton II unit's output have been assigned to the Kissimmee Utility Authority (KUA); however, the City remains contingently liable under those agreements, in the event that KUA were to default.

In February 2013, the City entered into that certain INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY AND ASSET MANAGMENT SERVICES BETWEEN THE CITY OF LAKE WORTH, FLORIDA AND ORLANDO UTILITIES COMMISSION (the "OUC-COLW PPA"), pursuant to which OUC provides Wholesale Electric Service and Asset Management Services to the City. Pursuant to the OUC-COLW PPA, OUC will supply wholesale electric energy and wholesale electric capacity to the City for a minimum initial term of 3 years, from January 1, 2014 through December 31, 2016. The City has the option to extend its purchases from OUC for 2 additional years, one year at a time, i.e., for the period January 1-December 31, 2017, and for the period January 1-December 31, 2018. Unless amended by the written agreement of both Parties, the OUC-COLW PPA will terminate no later than December 31, 2018. For purposes of the Economic & Financial Value analyses sought through this RFQ, however, the City believes that the Contractor should assume that any purchase of the City Electric System should occur simultaneously with the termination of the OUC-COLW PPA.

Detailed information regarding the City's generation assets, including all of the relevant contracts and amendments relating to the City's entitlements to the output of the St. Lucie 2 nuclear unit and the Stanton 1 unit, will be made available on the City's website. A redacted version of the OUC-COLW PPA will also be made available on the City's website. The OUC-COLW PPA contains certain information that OUC has designated as trade secret information; to the extent necessary to support the Contractor's analyses of the Economic & Financial Value of the City's Electric Utility System, the City will, subject to the execution of an acceptable Non-Disclosure Agreement protecting OUC's trade secret information, make

an unredacted copy of the PPA available for review by the Contractor at the City's offices, subject to the Contractor's execution of a confidentiality agreement.

5. Transmission Assets

The City is interconnected to the Florida bulk power supply grid at the Hypoluxo Substation, which is located in the western part of the City and which is owned by the City of Lake Worth and operated by FPL. The City owns and operates 10.09 circuit miles of 138 kV transmission lines. The City also obtains network transmission service from FPL pursuant to a Service Agreement for Network Integration Transmission Service between FPL and Lake Worth, and also pursuant to a Contract for Interconnected Operations between FPL and Lake Worth.

6. Distribution Assets

The City owns and operates approximately 199 miles of distribution lines. Approximately 101 miles of those are operated at 26 kV, and approximately 98 miles are operated at 4 kV.

The City owns and maintains eleven (11) distribution substations. The City also owns the Hypoluxo Substation, which interconnects the City's Electric System to FPL's transmission system. FPL operates the Hypoluxo Substation pursuant to an agreement with the City.

IV. EVALUATION, SELECTION, NEGOTIATIONS, AND AWARD

This section of the RFQ sets forth the RFW timetable and descriptions of the major steps and procedures that the City anticipates taking in reaching its decision to select a Contractor and execute a Definitive Agreement for the Scope of Services.

A. GENERAL

This section describes the timetable for this RFQ process and the major steps in that process, including: preliminary evaluation and ranking of Statements of Qualifications and Proposals, the selection of a "short list" of Proposers who will be invited to be interviewed and make presentations to the City, the City Commission's decision on the ranking of Proposers, the negotiations for a Definitive Agreement, beginning with the highest-ranked Proposer, and the Definitive Agreement.

B. RFQ TIMETABLE

The anticipated schedule for this RFQ and contract approval is as follows:

- Advertisement of RFQ — June 16, 2014
- Final Date for Proposers' Questions/Requests — June 25, 2014 at 5:00 P.M.
- City Responses to Questions – continuing, responses as quickly as feasible
- Final City Responses to Questions — July 2, 2014 at 5:00 P.M.
- Proposals Due — July 7, 2014 at 12:00 P.M.
- Initial Evaluation Committee Meeting — July 7, 2014
- Presentations to EUAB & City Commission — July 15-16, 2014
- Evaluation Committee Meeting — July 24-25, 2014
- Negotiations with Highest-Ranked Proposer — July 28-31, 2014
- Contingency: Additional Negotiations — August 4-8, 2014
- Recommendation to City Commission — August 12, 2014
- Proposal Selection by City Commission — August 19, 2014
- Contract Execution — September 4, 2014

The City reserves the right to amend the anticipated schedule as it deems necessary.

C. PRELIMINARY EVALUATION OF PROPOSALS

The City intends to appoint an Evaluation Committee to evaluate the Proposals submitted by all Proposers. The Evaluation Committee will convene for a public meeting to identify qualified Proposals, which will be those substantially complete Proposals that are (a) submitted by Proposers who are capable of performing the Scope of Services and (b) not disqualified because of any criteria set forth herein, e.g., unacceptable proposed variances, conflicts of interest, and the like. The members of the Evaluation Committee will be charged with individually evaluating the responses prior to the meeting.

D. "SHORT LIST," INTERVIEWS, AND PRESENTATIONS BY PROPOSERS

The City intends to invite all qualified Proposers to make presentations to the Evaluation Committee and the EUAB, and, assuming that scheduling can be managed, to the City Commission.

E. SELECTION FOR NEGOTIATIONS

Following the anticipated interviews and presentations, the Evaluation Committee will again meet, in public, to evaluate and rank the proposals on the basis of the following criteria.

	Evaluation Criteria Score Sheet:	Weight
1	Ability, capacity and skill of personnel who will be assigned to perform the contract and provide the work products and services required.	55
2	Relevant experience of proposer's firm and personnel to be assigned to the project in Florida.	20
3	Time and Task Budget and Maximum Not To Exceed Price.	20
4	Variances: As noted in the body of this RFQ, variances to certain provisions of the RFQ, including variances to the Scope of Services, are unacceptable, such that a variance proposed to such provisions will result in disqualification of the Proposal. Proposals having zero variances will get full points; other proposed variances will be evaluated on the basis of whether they would, in the Evaluation Committee's estimation, diminish the value of the proposal to the City.	5

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through

written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any material part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the Definitive Agreement to the lowest priced Proposer, and the City reserves the right to award the Definitive Agreement to the Proposer submitting the Proposal that is most advantageous to, and in the best interests of, the City and its citizens. The City shall be the sole judge of the Proposals and the resulting Definitive Agreement that is in the City's best interests, and the City's decision shall be final.

At the public meeting, and after making its evaluations, the Evaluation Committee will make recommendations to the City Commission of the highest-ranked Proposer, the next-highest-ranked Proposer, and the following next-highest-ranked Proposer, assuming that there are 3 qualified Proposers. The Evaluation Committee may identify and rank additional Proposers through this process.

At a subsequent public meeting, the City Commission will decide on the Proposers, and the ranking of those Proposers, with whom the City's designated negotiation team will seek to negotiate the Definitive Agreement for the performance of the Scope of Services. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the Evaluation Committee's recommendations in determining the proposal that is most advantageous to and in the best interests of the City and its citizens.

F. NEGOTIATION AND AWARD; DEFINITIVE AGREEMENT

The City will designate a negotiating team, which is expected to consist of the City Manager, the City Utilities Director, the City Finance Director, a representative designated by the City Attorney, and a representative of the EUAB; the City Commission may designate additional members of the negotiation team. The City will first attempt to negotiate the terms and conditions of a Definitive Agreement, including the fee for the services to be rendered, with the highest-ranked Proposer. If the City and the highest-ranked Proposer cannot agree on satisfactory terms and conditions for the desired Definitive Agreement, the City reserves the right to terminate negotiations with the highest-ranked Proposer and move to the next-highest-ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a Definitive Agreement with a Proposer that best meets the needs of the City.

The Definitive Agreement must be approved by the City Commission. The Definitive Agreement will commence upon its execution by the City.

Each fiscal year of the Definitive Agreement, and any renewals or extensions, will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

The Contractor's hourly rates, which will be negotiated after the Proposals are ranked and the highest-ranked Proposers are identified, shall remain firm at least through December 31, 2015. Escalation rates beyond that date will be negotiated in the Definitive Agreement.

G. DEFINITIVE AGREEMENT SUBJECT TO CITY'S PROCUREMENT CODE

Award(s) resulting from this solicitation shall be subject to the provisions of THE CITY OF LAKE WORTH CODE OF ORDINANCES, "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", CHAPTER 2, ARTICLE XIV, SECTIONS 2-111 THROUGH 2-119.

For questions and additional information, contact:

PROCUREMENT

Kari Hansen
Purchasing Agent
7 North Dixie Highway
Lake Worth, FL 33460
Tel: (561) 586-1674
E-mail: KHansen@LakeWorth.org

EXHIBIT "A"

PROPOSER INFORMATION AND SIGNATURE PAGE

(This page must be completed and inserted in the First Section)

RFQ ___-14-____

Company Name: _____

Authorized Signature: _____

Signature Print Name

Title: _____

Corporate Address: _____

Street

_____

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Remit To Address:

_____

Street

_____

City State Zip Code

Web Site (if applicable:_____

Federal ID No.:_____ This is a requirement of every Proposer.

EXHIBIT "B"

CONFIRMATION OF DRUG-FREE WORKPLACE**

Consistent with the State of Florida's purchasing statutes, including Section 287.087, Florida Statutes, it is the City's policy that, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

(3) Give each employee engaged in providing the commodities or contractual services that are being provided pursuant to a contract with the City a copy of the statement specified in subsection (1).

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

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

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

Exhibit "C"

REPRESENTATIONS, WARRANTIES, AND DISCLOSURES

RFQ ___-14-____

STATE OF _____}
} SS:
COUNTY OF _____}

I am an officer of the Proposer firm, named below, submitting its Statement of Qualifications as part of the Proposer firm's response to an RFQ, and I am authorized to make the following Representations, Warranties, and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its Proposal may become part of any contract entered into between the City and the Proposer.

2. There are no actual, apparent or potential conflicts of interest between the Proposer or any sub-consultants or subcontractors and the interests of the City of Lake Worth, that are present or could develop with respect to the Scope of Services set forth in the RFQ and the City, any parties to this RFQ solicitation, or any third parties with whom or with which the Proposer has any business relationship. If there are any such conflicts, they are listed on a separate addendum to this Exhibit C. For purposes of this representation and warranty, the Proposer understands that the Proposer must disclose any relationships, whether past, present, or future, with any entity that might have an interest in the Proposer's estimate of the economic and financial value of the City's Electric Utility System to the City being either greater than or less than a fully objective measure of that value. The Proposer also understands that the Proposer must also disclose any engagements, whether past, present, or future, with any investor-owned utility that has acquired, or that has sought to acquire, any municipal or cooperative utility system anywhere in the United States.

3. Submittal of Proposer's Proposal is made without connection, coordination, or cooperation with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.

4. All principals and officers of the Proposer are named in the Proposal, and no person(s) other than those named therein has (have) any interest in the Proposal or in the anticipated contract.

5. The Proposer understands and agrees to all elements of the Proposal unless otherwise indicated or negotiated, and that the Proposal may become part of, and incorporated by reference into, any contract entered into between the City and the Proposer.

6. Proposer has not filed for bankruptcy in the past five (5) years.

7. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.

8. Neither the Proposer, nor any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.

9. Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Proposer certifies that submittal of its proposal does not violate this statute.

10. The Proposer understands and agrees to be bound by any and all addenda issued by the City in connection with this RFQ.

11. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.

12**. Proposer certifies that the "Maximum Not To Exceed Price" as proposed is accurate, complete, and current at the time of submission of the Proposer's response to the RFQ, and that such Maximum Not To Exceed Price reflects hourly rates that are no higher than those charged to the Proposer's other customers for the same or substantially similar services in the Southeast Region of the United States during the preceding twelve (12) month period.**

13. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used

directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

14. Proposer recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure or submittal of information in its Proposal to third parties or to the public generally.

I certify or affirm that to the best of my knowledge and belief, the above statements are true and correct.

Proposer: _____

Officer's Name: _____

Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2014

by _____ *(name)* as the

_____ *(title)* of _____

(Proposer), and who is personally known to me or produced

_____ as identification.

_____
Notary Public

Notary Stamp:

EXHIBIT "D"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida

during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

AFFIRMED AND SIGNED before me this _____ day of _____,

2014, by _____ *(name),* as the

_____ *(title)* of _____ *(Proposer*

firm), and who is personally known to me or who produced _____

_____ as identification.

_____
Notary Public

Notary Stamp:

EXHIBIT "E"

FORM FOR CERTIFICATION RELATING TO PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Lake Worth ("City") by

_____ [printed or typed name of

individual] on behalf of _____ [printed or typed

name of entity submitting this sworn statement], whose business address is:

_____

_____

_____

_____

If applicable, the entity's Federal Employer Identification Number (FEIN) is

_____. If the entity has no FEIN, the Social Security Number of the individual

signing this sworn statement is _____.

I understand that no person or entity shall be awarded or receive a City contract for public improvements, procurement of goods or services (including professional services) or a City lease, franchise, concession or management agreement, or shall receive a grant of City monies unless such person or entity has submitted a written certification to the City that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of the City of Lake Worth, Palm Beach County, the State of Florida, or any other public entity, including but not limited to the government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the City's Purchasing Agent, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2), or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of *nolo contendere*; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct hereinabove set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Certification, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this policy, or using substantially the same management, ownership or principals as the ineligible entity.

Any person or entity who claims that this policy is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the City's Purchasing Agent. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PURCHASING AGENT FOR THE CITY OF LAKE WORTH IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PURCHASING AGENT OR THE CITY MANAGER DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

_____
(Signature)

STATE OF _____

COUNTY OF _____

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

_____.
(Print, type, or stamp Commissioned name of Notary Public)

Signatory Requirement – In the case of a business entity other than a partnership or a corporation, the affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner or partners. In the case of a corporation, this affidavit shall be executed by the corporate president.

CITY OF LAKE WORTH
7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1600· Fax: 561-586-1750

DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, FEBRUARY 03, 2015 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Pastor Ray Stenersen, Apostolic Lutheran Church of Lake Worth

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy

4. **AGENDA - Additions/Deletions/Reordering:**

5. **PRESENTATIONS:** (there is no public comment on Presentation items)

   A. Planning and Zoning Board update

6. **COMMISSION LIAISON REPORTS AND COMMENTS:**

7. **PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

8. **APPROVAL OF MINUTES:**

9. **CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

   A. Variance Agreement with Michael Paul Lewis to allow brick pavers on a driveway, walkway and City right-of-way at 516 North L Street

   B. Authorize the use of outside legal services for Fiscal Year 2015

10. **PUBLIC HEARINGS:**

11. **UNFINISHED BUSINESS:**

12. NEW BUSINESS:

A. Ordinance 2015-XX – First Reading - deleting Chapter 18, "Water and Sewers", by enacting a new Chapter 18, "Utilities", as well as regulatory requirements regarding Water, Sewer and Electric; and schedule the public hearing date for February 17, 2015

B. Resolution No. XX-2015 - Policies and Procedure Manual - Water Utilities Department

C. Resolution No. XX-2015 - Water and Sewer Utility Fees and Charges

D. Renew the Contract between The Florida Department of Corrections and City

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION: (there is no public comment on Presentation items)

1) Update on the electric utility system

B. CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. February 17, 2015 - draft Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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. (F.S. 286.0105)

NOTE:ONE OR MORE MEMBERS OF ANY BOARD, AUTHORITY OR COMMISSION MAY ATTEND AND SPEAK AT ANY MEETING OF ANOTHER CITY BOARD, AUTHORITY OR COMMISSION.