



**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, MARCH 22, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:** Offered by Pastor Kris Vos, Sunlight Community Church, on behalf of Mayor Triolo
- 3. PLEDGE OF ALLEGIANCE:** Led by Vice Mayor Scott Maxwell
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. DESIGNATE APPOINTMENTS:**
  - A. Vice Mayor and Vice Mayor Pro Tem
  - B. Various organizational appointments:
    - 1) Metropolitan Planning Organization liaison
    - 2) Palm Beach County League of Cities liaison
    - 3) Treasure Coast Regional Planning Council liaison
    - 4) Florida Municipal Power Agency liaison
    - 5) Downtown Cultural Alliance
    - 6) Community Redevelopment Agency liaison
    - 7) Lake Worth Sister City Board liaison
    - 8) Neighborhood Association Presidents' Council liaison
- 6. PRESENTATIONS:** (there is no public comment on Presentation items)

- A. Board of Trustees for the Police Retirement System update
- B. Proclamation declaring April 2016 as Florida Water Professionals month
- C. Proclamation declaring April 2016 as Water Conservation month
- D. Proclamation declaring April 2016 as Autism Awareness month

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

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

**9. APPROVAL OF MINUTES:**

- A. City Commission Work Session - February 9, 2016
- B. City Commission - March 1, 2016

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

- A. Contract with seven (7) companies for Fleet Supply and Delivery of Parts and Accessories
- B. Contract with eleven (11) companies for external Fleet Services
- C. Purchase four new replacement trucks for the Water Utilities Department
- D. Ratify a member to the Historic Resources Preservation Board
- E. Appoint a member to the Police and Employee Retirement Pension Boards
- F. 2" Watermain Replacement - Phase 1A Construction Agreement with Everglades Contracting, LLC
- G. 2 " Watermain Replacement - Phase 1A - Construction Phase Engineering Services, Task Order No. 026
- H. Resolution 16-2016 to Consider Abandonment of the right of way located at the Fun Depot property
- I. Tropical Drive & Barton Road Infrastructure Improvements - Construction Phase Engineering Services

**11. PUBLIC HEARINGS:**

**12. UNFINISHED BUSINESS:**

- A. Extension of Tolling Agreement with REG and Morganti to June 7, 2016

**13. NEW BUSINESS:**

- A. Ordinance No. 2016-14- First Reading - revise the code enforcement lien reduction procedure and schedule the public hearing date for April 5, 2016

**14. LAKE WORTH ELECTRIC UTILITY:**

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

- B. **PUBLIC HEARING:**

- C. **NEW BUSINESS:**

**15. CITY ATTORNEY'S REPORT:**

**16. CITY MANAGER'S REPORT:**

- A. April 5, 2006 - draft Commission agenda

**17. 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.



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

Appointment of Vice Mayor and Vice Mayor Pro Tem

**SUMMARY:**

According to City Charter Article III, Section 3, the City Commission shall annually elect from among its members a Vice Mayor and Vice Mayor Pro Tem at the first regular City Commission meeting after the election.

**BACKGROUND AND JUSTIFICATION:**

This is the first regular City Commission meeting after the Mayor and Commissioners from District 1 and District 3 were administered the oath of office. On March 24, 2015, the City Commission appointed Scott Maxwell to serve as Vice Mayor and Andy Amoroso to serve as Vice Mayor Pro Tem.

**MOTION:**

I move to appoint \_\_\_\_\_ as Vice Mayor.

I move to appoint \_\_\_\_\_ as Vice Mayor Pro Tem.

**ATTACHMENT(S):**

Fiscal Impact Analysis-not applicable



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** City Clerk

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### **EXECUTIVE BRIEF**

**TITLE:**

Appoint members to various organizations and board

**SUMMARY:**

Historically, the City Commission has appointed, from its members, City liaisons to various organizations and boards at the first regular City Commission meeting following the election.

**BACKGROUND AND JUSTIFICATION:**

This is the first regular City Commission meeting after the Mayor and Commissioners from District 1 and District 3 were administered the oath of office. On March 24, 2015, the City Commission made the following appointments:

**1. Metropolitan Planning Organization – Mayor Pam Triolo**

They provide a cooperative, comprehensive, and continuing transportation planning and decision-making process. The process encompasses all modes and covers both short-range and long-range transportation planning.

**2. Palm Beach County League of Cities – Commissioner Scott Maxwell**

Their purpose is to promote and advance the collective interest of the municipalities of the County to study municipal issues and seek desired results through cooperative effort, to respect the principles of Home Rule, to encourage and enhance the quality of life of the citizens of the County, and/or to engage in any other lawful purpose not for profit.

**3. Treasure Coast Regional Planning Council – Commissioner Ryan Maier**

This is a regional forum where elected and appointed leaders regularly come together to discuss complex regional issues, develop strategic regional responses for resolving them, and build consensus for setting and accomplishing regional goals.

**4. Florida Municipal Power Agency – Commissioner Christopher McVoy**

This is a wholesale power agency owned by municipal electric utilities. They provide economies of scale in power generation and related services to support community-owned electric utilities.

**5. Downtown Cultural Alliance – Commissioner Andy Amoroso**

This is a membership organization of downtown businesses, galleries, merchants and restaurants formed to enhance the downtown corridor. Their mission is to organize and promote events that will benefit the entire community.

**6. Community Redevelopment Agency – Commissioner Andy Amoroso**

The Agency is responsible for formulating and implementing projects that are consistent with the Lake Worth Redevelopment Plan to assist in revitalizing and redeveloping portions of the City.

**7. Sister City Board – Commissioner Ryan Maier**

The Board initiates, plans, sponsors, organizes, and promotes cultural exchanges. It also provides support for international economic development programs and acts as the City’s official hosts for international guests. For the past several years, this Board has had no active members appointed and currently does not meet.

**8. Neighborhood Association Presidents’ Council – Mayor Pam Triolo**

The Council supports and promotes their members’ neighborhood associations and serve as an umbrella type organization with no opinion on how each association individually chooses to decide matters.

**MOTION:**

I move to appoint \_\_\_\_\_ to serve as liaison to the Metropolitan Planning Organization.

I move to appoint \_\_\_\_\_ to serve as liaison to the Palm Beach County League of Cities.

I move to appoint \_\_\_\_\_ to serve as liaison to the Treasure Coast Regional Planning Council.

I move to appoint \_\_\_\_\_ to serve as liaison to the Florida Municipal Power Agency.

I move to appoint \_\_\_\_\_ to serve as liaison to the Downtown Cultural Alliance.

I move to appoint \_\_\_\_\_ to serve as liaison to the Community Redevelopment Agency.

I move to appoint \_\_\_\_\_ to serve as liaison to the Lake Worth Sister City Board.

I move to appoint \_\_\_\_\_ to serve as liaison to the Neighborhood Association Presidents’ Council.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** City Clerk

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**EXECUTIVE BRIEF**

**TITLE:**

Board of Trustees for the Police Retirement System update

**SUMMARY:**

At the City Commission visioning workshop meeting on June 17, 2006, the City Commission requested that all boards and committees provide an update as part of the accountability and communications vision.

On November 6, 2007, the City Commission readdressed the issue of boards and committees providing updates on a regular, rotating basis. During the meeting, the City Commission, by motion, approved staff scheduling updates from each board and committee twice a year.

**BACKGROUND AND JUSTIFICATION:**

The last update from the Police Retirement System was on October 21, 2014.

**MOTION:**

Not applicable

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable

## PROCLAMATION

**WHEREAS**, the Florida Water & Pollution Control Operators Association, organized in 1941, is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and

**WHEREAS**, this organization offers water and wastewater treatment plant operator and water distribution system operator training courses required for the State of Florida's operator licenses, eight voluntary certification programs, and continuing education programs for operator license renewal; and

**WHEREAS**, this organization, in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Florida Department of Environmental Protection and industry personnel; and

**WHEREAS**, each year the Florida Water & Pollution Control Operators Association recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professionals Month*, which applauds their constant efforts to protect our health and environment.

**NOW, THEREFORE, I, PAM TRIOLO**, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim:

**APRIL 2016**

**as**

**FLORIDA WATER PROFESSIONALS MONTH**

**IN WITNESS WHEREOF**, I have set my hand and caused the seal of the City of Lake Worth, Florida, to be affixed this 22<sup>nd</sup> day of April, 2016.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk

**PROCLAMATION**

- WHEREAS,** water is a basic and essential need of every living creature; and
- WHEREAS,** the State of Florida, Water Management Districts and the City of Lake Worth are working together to increase awareness about the importance of water conservation; and
- WHEREAS,** April, typically a dry month when water demands are highest, is annually designated as Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and
- WHEREAS,** the City of Lake Worth encourages and supports water conservation, through various educational programs and special events; and
- WHEREAS,** every business, industry, school and citizen can make a difference and help by efficiently using water, thus promoting a healthy economy and community.

**NOW, THEREFORE,** I, Pam Triolo, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim

**April 2016**

as

**“WATER CONSERVATION MONTH”**

and call upon each citizen and business in the City of Lake Worth to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida to be affixed this 22<sup>nd</sup> day of March, 2016.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk

## **PROCLAMATION**

**WHEREAS**, autism is a complex neurobiological disorder that typically lasts throughout a person's lifetime, and it is part of a group of disorders known as Autism Spectrum Disorders (ASD); and

**WHEREAS**, autism affects all persons regardless of race, religion, socio-economic status or geography; and

**WHEREAS**, ASD are the fastest growing serious developmental disability, making these disorders more common than pediatric cancer, diabetes, and AIDS combined; and

**WHEREAS**, individuals with ASD and their families face tremendous and overwhelming challenges in accessing and navigating the complex programs and services for these disorders; and

**WHEREAS**, individuals with ASD are valuable and talented citizens.

**NOW, THEREFORE**, I, Pam Triolo, Mayor of the City of Lake Worth, Florida, by virtue of the authority vested in me, do hereby proclaim

**April 2016**

as

### **AUTISM AWARENESS MONTH**

and recognize and commend the talents, abilities and contributions of the individuals in our community diagnosed with ASD and their parents, relatives, and professionals that provide valued services.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Lake Worth, Florida to be affixed this 22<sup>nd</sup> day of April, 2016.

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Pam Triolo, Mayor

ATTEST:

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Pamela J. Lopez, City Clerk

**MINUTES  
CITY OF LAKE WORTH  
CITY COMMISSION  
WORK SESSION  
FEBRUARY 9, 2016 – 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 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 Ryan Maier. Also present were City Manager Michael Bornstein and Records and Information Manager Deborah Andrea.

**2. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Vice Mayor Scott Maxwell.

**3. UPDATES/FUTURE ACTION/DIRECTION:**

**A. MPO Presentation on Street Program**

Valerie Neilson, Transit Coordinator, defined complete streets as being designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. She explained in detail that the Complete Streets program would improve safety, change mode splits, help local economy, promote and improve health and environment; and Florida government entities that adopted Complete Streets Policies. She explained the policy's purpose; transportation user consideration; policy statement; consistency with the Metropolitan Planning Organization's (MPO's) adopted long range transportation plan's goals, objectives, and values; applicability; and timeline and next steps.

Comments/requests summaries:

1. Mayor Triolo discussed the Dixie Highway corridor and West Palm Beach corridor south of Belvedere Road. She commented that funding for the Dixie Highway corridor would be available through the MPO and that there was a need to adopt the Complete Streets policies. She said she wanted to start outreach programs in the City's neighborhoods.

Ms. Neilson replied that the Florida Department of Transportation (FDOT) also adopted these policies so that if anything was built, then a plan had to be followed.

2. Commissioner McVoy thanked Ms. Neilson for the presentation, commented that he had been biking for 20 years, and supported the policies.
3. Commissioner McVoy commented that he wanted to make it easier for individuals to bicycle and walk and harder for vehicle traffic. He requested an energy study about air quality be built into the presentation. He also requested good bus shelters that provided shade and rain protection with solar panels.
4. Mayor Triolo commented that the City's Dixie Highway corridor was very close to residential neighborhoods instead of commercial property like other cities. She said a representative from the MPO would meet with the City about funding corridor studies, and that the MPO was waiting for the City to find matching funds.
5. Commissioner Maier requested education of riders and pedestrians and enforcing driver's need to use the rules of the road. He commented that enforcement of laws and education was needed at the same time.
6. City Manager Bornstein asked if there was a comprehensive policy for this initiative.

Ms. Neilson replied that the MPO was working on a comprehensive policy. She explained about the Palm Beach commuter challenge tracking miles to improve health, save money, and help the environment.

7. Mayor Triolo asked that this issue be discussed at the next meeting.

#### **B. Discuss City advisory board attendance policy**

Silvina Donaldson, Executive Secretary and Volunteer Coordinator, explained that, in the last two years, there had been vacancies on the City's advisory boards due to excessive absenteeism. The most common reason for the absenteeism was either due to a board member's illness or a board member's family illness. She said staff researched the attendance policies in neighboring municipalities and found that some did not stipulate an attendance percentage, but did stipulate that a member could not be absent in excess of three meetings.

Staff suggested the following advisory boards' attendance policy:

- 1) Amend the current attendance policy to more closely mimic the Florida Attorney General's Opinion and City Commission's policy allowing for an absent board member to participate by telephone due to extraordinary circumstances, defined as a serious illness, receiving medical treatment, or unable to attend due to being physically disabled;

- 2) Amend the City's current attendance policy to allow board members to have one excused absence in any 12-month period due to board member's illness requiring his/her hospitalization or due to the loss of a loved one, spouse, partner, or direct relative, requiring the board member to travel out of state or out of the country; or
- 3) A combination of both.

Comments/requests summaries:

1. Commissioner Amoroso supported a combination of both.
2. Commissioner Maier asked what other municipalities were doing.

Ms. Donaldson replied that other municipalities allowed three absences before a member was removed from the board. Lake Worth's attendance policy allowed for three consecutive regularly scheduled meetings or 20% of any regularly scheduled meeting held within any 12-month period before a membership was declared vacant.

3. Commissioner McVoy commented that the percentage did not work because some boards met twice a month, monthly, quarterly, or on an as needed basis. There was a need to spell out the amount of meetings that could be missed.
4. Vice Mayor Maxwell commented that staff's first suggestion provided an option to telephone into the meeting. He asked staff to map out the number of meetings scheduled for each board. He commented that attendance should also include absences from work shop meetings.

Ms. Donaldson replied that including work shop meetings in the percentage calculation was optional.

5. Vice Mayor Maxwell asked how staff documented the amount of missed meetings and that newly appointed board members should be required to attend ethics training prior their first meeting.

Ms. Donaldson replied that all board members were required to participate in ethics training and submit an acknowledgement of receipt form to her within 30 days of their appointment in order to continue to serve on an appointed board.

6. Mayor Triolo requested staff provide the elected officials with a list on how often each board met.
7. Mayor Triolo asked for consensus to immediately address the Library Board's attendance policy because they met four times a year.

No consensus to address the Library Board's attendance policy was made.

8. Commissioner McVoy commented that it was bad to remove a Library Board member after missing one meeting, but said that missing two meetings would represent a 50% absence. He asked about documenting and enforcing the attendance policy and said he would be in favor of allowing a board member to telephone into a meeting or having a more loose policy.
9. Commissioner Maier asked if each board could vote on their own policy.

Ms. Donaldson replied that each board could not create their own attendance policy because of the Commission's 2008 attendance policy ordinance.

10. Commissioner Maier commented that, if the Commission decided to change the attendance policy, then they could also give each board the authority to create their own policy.
11. Commissioner McVoy supported changing the appointment process to allow all elected officials to meet and select an individual for appointment like in the past. He said he wanted to go back to using the former process of meeting all volunteers. The former appointment process provided an opportunity for members of the community and the Commission to meet. He said that Mayor Triolo had stated she did not mind the former process, but sometimes boards had vacancies because the appointment process took place only once a year.
12. Mayor Triolo requested this issue be brought back as an agenda item.

Commissioner Amoroso left the meeting at 6:50 PM.

**C. (Deleted) 26.4 kV distribution and sub-transmission system upgrade**

This item was deleted from the agenda and would be discussed at a future meeting.

4. **ADJOURNMENT:**

The meeting adjourned at 6:55 PM.

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PAM TRIOLO, MAYOR

ATTEST:

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Pamela J. Lopez, City Clerk

Minutes Approved: March 22, 2016

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

**MINUTES  
CITY OF LAKE WORTH  
REGULAR MEETING OF THE CITY COMMISSION  
MARCH 1, 2016 – 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 (arrived 6:01 PM); and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Christy Goddeau, and City Clerk Pamela Lopez.

**2. INVOCATION OR MOMENT OF SILENCE:**

A moment of silence was offered by Commissioner Ryan Maier.

**3. PLEDGE OF ALLEGIANCE:**

The pledge of allegiance was led by Commissioner Andy Amoroso.

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

There were no changes to the agenda.

**5. PRESENTATIONS:**

**A. Proclamation declaring March 2016 as Florida Bicycle Month**

Commissioner McVoy read a proclamation declaring March 2016 as Florida Bicycle Month.

**B. Proclamation declaring March 2016 as Ethics Awareness Month**

Mayor Triolo read a proclamation declaring March 2016 as Ethics Awareness Month.

**C. Planning and Zoning Board update**

Greg Rice, Chairperson, explained the Board's powers and duties. He provided an update on the Board's 2015 number of meetings, advisory decisions, changes to the Land Development Regulations, commercial development major site plan approvals, Boutwell Business Center, and status update on approved development projects. He said the members attended ethics training and thanked City staff and members of the Board for all of their work. He commented that a member of the public had made

slanderous statements about board members secretly meeting and violating the Sunshine Law. He asked that individual to make a public apology before the March 15, 2016, election.

Length discussion ensued regarding the Park of Commerce development and infrastructure improvements.

Comment/request summary:

1. Mayor Triolo asked to have further discussion about the Park of Commerce development at a future meeting.

**D. Royal Poinciana Neighborhood Association update**

Sarah Parr-Malega, President, said their neighbors distributed business size cards, written in three languages, notifying people in their community about their meeting dates. She commented that they had 44 members, were a crime watch neighborhood, would apply for grants for a pocket park, and that crime in their neighborhood dropped about 80%.

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

Vice Mayor Maxwell: commented that there were unfounded accusations from the community about a City policy to stop door-to-door refuse service in one of the City's mobile home parks. He asked City Manager Bornstein to "set the record straight."

City Manager Bornstein explained that the owner of a mobile home park on Boutwell Road had issues with their residents. The residents were upset because they believed the City would no longer provide door-to-door refuse service. He said the park was owned by a commercial entity, and City staff was doing an audit of all commercial customers. Staff contacted the commercial entity and requested getting together with them to discuss their rates. He explained that, at no time, did the door-to-door refuse service end. He advised that rumors about ending the park residents' refuse service because of development was not true. He said there was a demonstration in front of city hall because of the rumor. He advised that the park could stay at its location forever as long as the commercial entity wanted to continue to operate.

Vice Mayor Maxwell commented that he did not see the letter sent by staff to the park's owner about getting together to discuss refuse changes. He said he was concerned about the accusations made during the demonstration in front of city hall and that there were many emails sent making claims that the City was going to take the mobile home park land for development in the Park of Commerce. He said two Commissioners were at city hall during the demonstration and asked why they did not

inform the public that the rumors were not true.

Jamie Brown, Public Services Director, explained that he did not know where the public got the idea that the City was taking the park land away from them.

Vice Mayor Maxwell asked for answers because the accusations made against administration were serious.

City Attorney Torcivia replied that if other members of the Commission wanted to make a comment on this issue, they could if they wanted.

Commissioner McVoy: commented that he was invited by the Guatemalan community to come and watch a movie called "Abrazos." He explained the movie's storyline and recommended people watch it. He explained that he came to city hall and that the mobile home association president had contacted him about a refuse issue. There was a protest at city hall. He said he did not talk to the press, but did talk to an older woman who was very upset. He said later he received emails because the issue had escalated. He commented that the Mayor had sent a letter that began with "the lies being said..." which upset the park residents even more. He said the City may not be formally throwing the park residents out, but the residents were seeing the writing on the wall. He said he had no idea if there was misinformation, but that one could understand someone, who was on a fixed income and seeing all of the development, would think they were being pushed off their land. If he was a park resident, he said the Mayor's letter would not have assured him. He commented that the agenda included a proclamation about bicycles and ethics, and said that it bothered him that neighborhood associations had invited three incumbent candidates to speak and that their flyer used the City's logo, which was illegal. He said the park had signs supporting the incumbent candidates and that the three incumbent candidates were seen talking to each other, which was a Sunshine Law violation.

Commissioner Amoroso: commented that last week there was a Great Taste of Lake Worth event, and the tickets were sold out. He thanked all of the Street Painting Festival volunteers and said it was a great signature event. He said he attended the Arts United event over the past weekend and invited everyone to attend the Gay Pride event and parade on March 6, 2016.

Commissioner Amoroso left the meeting at 6:53 PM.

Commissioner Maier: commented that he attended the Treasure Coast Regional Planning Council's meeting on February 19, 2016. The meeting began with representatives from Palm Beach Gardens discussing a

development in their community that was located near a conservation area. He said the discussion was interrupted by a Senator who wanted to discuss water flow. He provided a history about the State's decision, years ago, to divert water flow away from the south. The Senator said there were limited State funds to change the water flow. He commented that on February 27, 2016, he, Mayor Triolo, Vice Mayor Maxwell, Commissioner McVoy, and the City Manager attended the Mayor's Ball fundraiser for the Homeless Coalition.

Commissioner Amoroso returned to the meeting at 6:59 PM.

Mayor Triolo: commented about her request to schedule a summit regarding the homeless issue and asked when that meeting could be scheduled. She provided an update on the Metropolitan Planning Organization's meeting she attended and said there was discussion about the All Aboard Railway project, which Lake Worth would benefit from. She commented that funding for the All Aboard Railway was still unclear and the project was about two years away. She said she received correspondence from Congresswoman Frankel about a law that would change on how long the Federal Emergency Management Agency (FEMA) could come after municipalities for money. She explained that this law would alleviate the burden on municipalities to repay FEMA money. She commented that it was sad that a refuse issue had turned into a fear of residents' losing their homes. She said she sent a letter to the homeowners that was not threatening. People were making innuendoes because it was election time, but it was not right to put fear in people about them losing their homes. She said the Mayor's Ball for the Homeless Coalition was not noticed at city hall. During the event, two Commissioners were seen talking to each other. Based on Commissioner McVoy's comments and thinking, the two Commissioners would have been talking about City business outside of the Sunshine Law. To insinuate that three incumbent candidates were talking to each other meant they were talking about City business was not right.

**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: Gary Antieau, Maryann Polizzi, Michelle Sylvester, and Peggy Fisher.

**8. APPROVAL OF MINUTES:**

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

**A. City Commission Meeting – February 16, 2016**

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

**9. CONSENT AGENDA:**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the Consent Agenda.

- A. Agreement with Midrange Support and Services to purchase an IBM Power 8 System to replace the City's IBM System I 520**
- B. Agreement with Everglades Contracting, LLC for construction of the 11<sup>th</sup> Avenue South and South F Street Watermain project**
- C. Purchase and Sale Agreement with Granite and Marble World, Inc. for additional right-of-way needed to Boutwell Road Phase 1 improvements**
- D. Ratify members to various City advisory boards**

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

**10. PUBLIC HEARINGS:**

There were no Public Hearings items on the agenda.

**11. UNFINISHED BUSINESS:**

- A. Declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default**

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to declare REG Architects, Inc., The Morganti Group, Inc., and The Insurance Company of the State of Pennsylvania in default.

City Attorney Torcivia explained that the above motion was not staff's recommendation, but a carryover from the February 16, 2016, Commission meeting. He announced that negotiations were somewhat successful and asked for a substitute motion to extend a Tolling Agreement until March 22, 2016. He commented that solutions were being proposed.

Vice Mayor Maxwell and Commissioner Amoroso withdrew their motion and second.

Comments/requests summaries:

1. Vice Mayor Maxwell commented that the Casino Building project began almost eight years ago. When the project was approved there was a certain time frame and there were deficiencies. He asked how two professional companies could hang Lake Worth "out to dry" without any resolution. The City was losing money because the second floor space could not be rented.

Rick Gonzalez, REG Architects (REG), replied that REG won the design contract and said the best solution for the project was to bring back the essence of the Casino Building. The project budget was \$9 million, including the sides. He said the City paid \$6 million for an \$8 million project. The location of the building was volatile because of the environment and there were Americans with Disability Act (ADA) issues. The building was substantially completed in January 2013. Maintenance and repairs were required to handle the drainage and decking. He commented that this was a harsh location, which required more maintenance. In October 2015, REG proposed a good solution and they were waiting for a response from the City's experts.

2. Vice Mayor Maxwell commented that he was assured by both REG and The Morganti Group (TMG) that they had extensive experience with coastal construction. With that experience, he said they should have designed a building for the coast.

Mr. Gonzalez replied that the former City Manager insisted that the cost of the project be \$6 million. Also the former Commission insisted that the second floor area remain open. There was supposed to have been a restaurant on the second floor, but then the City decided not to rent the second floor.

3. Vice Mayor Maxwell commented that it was unconscionable for it to take three years to solve the issues between REG and TMG. He said neither did right by the City.

Jerry Kelly, TMG, replied that the parties were getting very close to a final solution with the doors and remaining balcony deck. He said they were waiting for the experts to get back to them.

4. City Manager Bornstein commented that the building leaked before it opened and that there were volumes of documentation.

Attorney Michael Kennedy replied that everyone should not discuss in detail when the City learned about the issues. The consultants were trying to determine a solution. He said REG provided additional

information about the slope for drainage. He said he was receiving comments daily and asked the Commission for two additional weeks.

5. Commissioner Maier asked how many times, since 2013, REG was hired by the City or Community Redevelopment Agency (CRA).

Mr. Gozalez replied that he did some work for the CRA prior to 2013.

6. Commissioner Maier asked how the City could get to this level while still doing business with the same company knowing that there was an issue since 2013.

Attorney Kennedy replied that this issue could be closed with an amicable conclusion; however, not everyone would be happy.

7. Commissioner McVoy asked for confirmation that REG and TMG had enough time to find a solution by March 22, 2016, before he voted to extend the Tolling Agreement.

Attorney Kennedy replied that two weeks would give everyone time to be at a point where a decision could be made.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to extend the Tolling Agreement to March 22, 2016.

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

Attorney Winslow Hawkes, representing REG, said his client did not want to be in this situation, and they were looking for what was best for Lake Worth. His client supported extending the Tolling Agreement to March 22, 2016, to give his client time to submit a proposal and to receive comments from the City's consultants. He said that if there was no solution, then everyone would be back to where they were. The doors were the same as on the first and second floor, but there was no overhang on the second floor. Since 2013, REG had been trying to find a solution, and they think they were close.

Peggy Fisher said she did not hear about the problem, but saw pictures of cascading water coming down the stairs. She asked for confirmation that the cascading water was one of the problems to be solved. She said the CRA hired REG and that the CRA was a separate entity from the City.

Comments/requests summaries:

8. Attorney Kennedy replied that the cascading water concern was raised and understood that it was the issue.

9. Mayor Triolo commented that the timetable was unacceptable. She wanted the business model to work and asked everyone to get it done.

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

Mayor Triolo recessed the meeting at 7:41 PM and reconvened at 7:55 PM.

**12. NEW BUSINESS:**

**A. Ordinance No. 2016-11 – First Reading – Small Scale Future Land Use Map Amendment and schedule the public hearing date for April 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-11 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY PROVIDING A SMALL SCALE AMENDMENT CHANGE TO THE FUTURE LAND USE MAP OF CERTAIN PROPERTY MORE FULLY DESCRIBED IN EXHIBIT A FROM A CITY OF LAKE WORTH LAND USE DESIGNATION OF PUBLIC (P) TO A CITY OF LAKE WORTH DESIGNATION OF MIXED USE EAST (MU-E); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Ordinance No. 2016-11 on first reading and schedule the public hearing date for April 5, 2016.

William Waters, Community Sustainability Director, explained that the ordinance amended the City's Future Land Use Map to change the designation of approximately .4646 acre, located on the northeast corner of Lucerne Avenue and North F Street, from Public (P) to Mixed Use – E (MU-E). He said the applicant was preparing applications to develop the second phase of the Urban Arts loft.

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

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

**B. Ordinance No. 2016-12 – First Reading – rezone property located at the northeast corner of Lucerne Avenue and North F Street and schedule the public hearing date for April 5, 2016**

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2016-12 OF THE CITY OF LAKE WORTH, FLORIDA; CHANGING THE ZONING OF THE PROPERTY DESCRIBED IN EXHIBIT A FROM CITY OF LAKE WORTH ZONING PUBLIC (P) TO CITY OF LAKE WORTH ZONING MIXED USE – EAST (MU-E); PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve Ordinance No. 2016-12 on first reading and schedule the public hearing date for April 5, 2016.

William Waters, Community Sustainability Director, explained that the ordinance would rezone approximately .4646 acre from Public (P) to Mixed Use-East (MU-E) zoning district. He said REG Architects was hired by Renaissance and there was no direct contract with the City or the Community Redevelopment Agency.

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

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

**C. Resolution No. 12-2016 – authorizing the levy of municipal special assessment liens totaling \$60,315.09 for unpaid lot clearing charges**

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

RESOLUTION NO. 12-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ASSESSING THE COST INCURRED BY THE CITY PURSUANT TO SECTION 12-42 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (LOT CLEARING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Resolution No. 12-2016.

William Waters, Community Sustainability Director, explained that the resolution would assess the costs incurred by the City for unpaid lot clearing services and levied those costs as special assessment liens against 56 properties identified in the resolution.

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

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

**D. Resolution No. 13-2016 – authorizing the levy of municipal special assessment liens totaling \$78,107.62 for unpaid demolition charges**

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

RESOLUTION NO. 13-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ASSESSING THE COST INCURRED BY THE CITY PURSUANT TO SECTION 9-2.2(Q) OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (DEMOLITIONS) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Resolution No. 13-2016.

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

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

**E. Resolution No. 14-2016 – authorizing the levy of municipal special assessment liens totaling \$52,326.45 for unpaid boarding and securing charges**

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

RESOLUTION NO. 14-2016 OF THE CITY OF LAKE WORTH, FLORIDA, ASSESSING THE COST INCURRED BY THE CITY PURSUANT TO SECTION 2-75.2.7 OF THE CITY CODE OF ORDINANCES FOR THE ABATEMENT OF CERTAIN NUISANCES (BOARDING AND SECURING) WITHIN THE CITY; LEVYING LIENS ON SAID PROPERTIES

IDENTIFIED HEREIN; PROVIDING FOR THE RECORDING OF THIS RESOLUTION IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; PROVIDING A SEVERABILITY CLAUSE, AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner Maier to approve Resolution No. 14-2016.

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

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

**13. LAKE WORTH ELECTRIC UTILITY:**

Jack Borsch, Electric Utility Director, provided an update on costs and revenue increases during Fiscal Year 2016. He said he credited his staff and the weather for the increase in revenues. He provided an update on his Fiscal Year 2016 budget and explained that there was a lot of money in a Holding Fund, which would be released into the Electric Fund when projects were completed.

Comment/request summary:

1. Commissioner McVoy requested printed information on trends and numbers to share with the community in order to build support for the utility. He asked for this type of information to be included in the Commission's backup material and uploaded to the City's website.

**A. CONSENT AGENDA:**

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

**B. PUBLIC HEARING:**

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

**C. NEW BUSINESS:**

There were no New Business items on the agenda.

**14. CITY ATTORNEY'S REPORT:**

City Attorney Torcivia did not provide a report.

**15. CITY MANAGER'S REPORT**

**A. March 22, 2016 – draft Commission agenda**

City Manager Bornstein did not provide a report.

**16. ADJOURNMENT:**

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to adjourn the meeting at 8:16 PM.

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

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PAM TRIOLO, MAYOR

ATTEST:

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PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: March 22, 2016

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



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with seven (7) companies for Fleet Supply and Delivery of Parts and Accessories

**SUMMARY:**

These contracts provide for fleet part and accessory supply and delivery services. Each contract has an initial term of three years with the option for two additional one-year period renewals for a total possible contract of five years.

**BACKGROUND AND JUSTIFICATION:**

The City and the Fleet Maintenance Division owns and is responsible to maintain over 200 pieces of equipment consisting of passenger cars, light duty, heavy duty, and heavy equipment stock. The procurement of parts and accessories in a manner which is consistent with the City's Procurement Policies is necessary and provides the City with a cost effective and efficient manner in which to conduct Fleet Maintenance operations.

On October 18, 2015, the City issued a Request for Proposals for Fleet Supply and Delivery of Parts and Accessories. Seven (7) vendors submitted proposals on or before November 18, 2015. The submitting vendors are:

Burck Oil Company, Inc.  
AutoNation Chevrolet of Greenacres  
Ramar Enterprises of Broward, Inc.  
Gator Ford Trucks  
Delray Motor Parts Distribution Center  
IEH Auto Parts LLC  
Cold Air Distributors Warehouse of Florida.

Public Services recommends entering a non-exclusive contract with each of the seven (7) vendors submitting a proposal. Since the vendors' proposed prices vary, the Fleet Maintenance Division will review all vendors' pricing prior to making a purchase to ascertain which vendor provides the best value to the City.

As the City improves its average age and condition of the vehicle and equipment stock, the expenditures on parts and accessories should decrease accordingly.

Attached is the proposed standard City contract with the vendors. Each vendor's pricing is not included with this item but is available for review at the City Clerk's office.

**MOTION:**

I move to approve / not approve a contract with Burck Oil Company, Inc.; AutoNation Chevrolet of Greenacres; Ramar Enterprises of Broward, Inc.; Gator Ford Trucks; Delray Motor Parts Distribution Center; IEH Auto Parts LLC; and, Cold Air Distributors Warehouse of Florida.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
RFQ 16-200 for City Fleet Parts and Accessories  
Standard Contract

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	133,431	250,000	240,000	240,000	240,000
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	133,431	250,000	240,000	240,000	240,000
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	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-5070-549-52-18	OPERATING SUPPLIES/CLEARING ACCOUNT	80,000	N/A	37,334	37,334	0.00
530-5070-549-46-22	REPAIR/MAINT SERV/GARAGE	179,775	N/A	96,097	96,097	0.00

C. Department Fiscal Review: \_\_\_JB\_\_\_

# Request for Proposals

## The City of Lake Worth



### REQUEST FOR PROPOSALS

**RFP # 16-200 (RE-BID)**

### CITY FLEET - SUPPLY & DELIVERY OF PARTS & ACCESSORIES



Where the Tropics Begin



Where the Tropics Begin

**FINANCE OFFICE**  
7 North Dixie Hwy.  
Lake Worth, FL 33461  
TEL: 561-586-1674  
FAX: 561-586-1673

**RFP # 16-200**

## **CITY FLEET - SUPPLY & DELIVERY OF PARTS & ACCESSORIES**

The City of Lake Worth is seeking proposals for a qualified vendor(s) to provide aftermarket vehicle parts and accessories for automobiles, light through heavy duty trucks, and off road vehicles to the City. The contract will be a three (3) year contract with an option for two (2) additional one (1) year renewals. The City's goals are to accomplish a reduction in inventory, improve efficiency, eliminate obsolescence, and promote satisfaction among the Departments who utilize the fleet.

Time is of the essence and any proposal received after **3:00 p.m., November 18, 2015**, whether by mail or otherwise will be returned unopened. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by the City's Finance Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFP are the sole responsibility of the proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFP by contacting the Finance Office at (561) 586-1674 or from the City's website at [www.lakeworth.org](http://www.lakeworth.org), Purchasing Opportunities. All proposals must be hand-delivered or mailed to:

City of Lake Worth Finance Office - 2<sup>nd</sup> Floor  
7 North Dixie Hwy  
Lake Worth, FL 33461

**ENVELOPE MUST BE IDENTIFIED AS RFP # 16-200.** Small Business participation is strongly encouraged.

BY:   
Hirut Darge, Finance Office

PUBLISHED: Palm Beach Post  
October 18, 2015

## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from vendors qualified to provide vehicle parts and accessories to the Fleet Maintenance Division. A more detailed scope of services is incorporated into this RFP as **Exhibit “A”, Exhibit “F” & Exhibit “G”**.

### 2. SUBMITTAL OF PROPOSALS

Interested Proposers are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after **3:00 p.m., November 18, 2015**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. 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 RFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the proposals for the record.

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFP constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFP. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

### 3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFP. Please complete the Registration form attached as **Exhibit “B”** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **2:00 p.m., Thursday, October 29, 2015**. It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFP to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFP with the City.

Hirut Darge, Purchasing Agent  
Finance Office  
7 North Dixie Highway  
Lake Worth, FL 33461  
Fax: 561-586-1750  
[hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)

#### **4. CHANGES AND INTERPRETATIONS**

Changes to this RFP will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

*All questions regarding this RFP should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for proposals. All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFP. The City will attempt to not issue any addenda within three (3) business days of the due date of proposals; however, the City reserves the right to issue any addenda at any time prior to the due date and time of proposals.*

#### **5. PROPERTY OF THE CITY**

All materials submitted in response to this RFP become the property of the City. The City has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

#### **6. RFP TIMETABLE**

The anticipated schedule for this RFP and contract approval is as follows:

- Registration Form Due October 29, 2015 (2 PM)
- Questions Due November 3, 2015 (3 PM)
- Issue Addendum (if necessary) November 9, 2015 (by 2 PM)
- **Proposal Response Due November 18, 2015 (3 PM)**

The City reserves the right to amend the anticipated schedule as it deems necessary.

#### **7. 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 deadline to submit a response to this RFP. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 - 2-117). All Proposers are highly 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 response or some other action by the City to end the selection process.

## **8. ETHICS REQUIREMENT**

This RFP 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 RFP.**

## **9. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, 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 RFP 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 RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFP. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFP. 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' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFP 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 RFP, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer 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.

## **10. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Proposer if it is in the best interests of the City.

The resulting non-exclusive contract shall be for an initial term of three years with two additional one year renewal options unless earlier terminated in accordance with the resulting contract. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Each fiscal year of the contract and any renewals 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.

Rates shall remain firm for the duration of contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

## **11. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

- D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

## **12. EVALUATION AND AWARD**

The City may assemble an Evaluation Committee to evaluate the proposals. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussion. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

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 RFP and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFP. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. There is no obligation on the part of the City to award the proposal 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 interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the proposals and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFP constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the City.

### **Evaluation Scoring Criteria:**

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

<b>Qualifications by Category</b>	<b>Points Awarded</b>
Experience providing similar services	30 points
Inventory capabilities, Accessibility / Response Time / Implementation Plan	40 points
Price	30 points
<hr/>	
Total	100 points

### **13. PROPOSAL FORMAT**

Each proposer shall submit **one (1) original, four (4) copies and (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

#### **A. Letter of Transmittal (not to exceed three pages)**

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.
- Proposer's understanding of the scope of services which should include a clear description of services proposed. Vendor should also include details of their approach and work plans. A brief statement should also be included which explains why their approach and plan would be the most effective and beneficial to the City of Lake Worth.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.

- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

**B. Addenda (unlimited pages)**

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

**C. References & Materials (not to exceed 30 pages plus the form).**

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience and service level. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Samples of materials that would fall into the scope of services herein should be submitted with the proposal.

**D. Vendor Information**

Vendor to provide the following information:

1. Number of stocked items in local warehouse.
2. Number of warehouses
3. Number of MARKED delivery trucks
4. Length of service (vehicle parts experience, per counterman or training certification).
5. Number of counter people.
6. Vendor's normal delivery schedule from:
  - a) Local Warehouse to City Garage located at 1749 3<sup>rd</sup> Avenue South, Lake Worth, FL 33460
  - b) Regional Warehouse to store. Additionally, vendor to state normal delivery time for emergency parts, locally available parts (both from the vendor and non-vendor stock).
7. Hours of operation.
8. If possible, please provide the names and phone numbers of your current emergency response team (minimum of 2 contacts)

Also, please provide responses to the following:

9. How do you propose to provide the City with 80% of the parts within one (1) hour of the request and 90% within four (4) hours?
10. How do you plan on billing the City for parts used? (Provide samples of invoices and statements).
11. What types of inventory or parts activity reports can you supply the City to enhance the ordering process? (Supply examples)

12. How do you propose to integrate with the City to determine the parts and supplies to carry in inventory, ordering intervals, critical parts and turnaround time?
13. What system will you introduce to the City to make it easier to place orders, check on inventory, communicate with the driver, etc.?
14. How would you handle obsolete parts? (Parts which the City owns but which are obsolete to the needs of the City)
15. What type of warranty do you offer on your parts? What are the City's responsibilities in their process?
16. How do you propose to service the City after hours, in case of emergencies or severe weather conditions because of the necessity for the operation of emergency response vehicles?

Note: All proposers are encouraged to be very specific and detailed in their response to this section.

**E. Parts and Service Charge Method:**

Parts, transportation charges, core credits, returns, credits, and other applicable items shall be calculated on a monthly basis and be due the first week following the end of the month. The report shall contain a complete account of all activity for the month ending, cost of part sold to the City and cost of transportation and special shipping (for special or emergency order requests) as a minimum. The City will not pay freight charges on stock parts or parts available in the local area. The City reserves the right to purchase parts from other sources if the vendor cannot obtain the desired part(s) within a four (4) hour period (upon order). In an emergency situation the City can procure parts immediately, if the vendor cannot supply the part(s) in the desired time frame. The vendor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred will be deducted from the monthly billing to the City.

**F. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)**

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current firm workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

**G. Litigation and/or Terminations (unlimited)**

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFP and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFP which were terminated for default, non-performance or delay, in the past five (5) years.

Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

#### **14. REPRESENTATIONS BY SUBMITTAL OF PROPOSALS**

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 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.

F. 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 proposal information to third parties.

#### **15. PROTESTS**

Any actual Proposer who is aggrieved in connection with this RFP 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](http://municode.com) under the City's code of ordinances (sections 2-111 - 2-117). 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.

**16. EXHIBITS**

This RFP consists of the following exhibits (which are incorporated herein by reference):

- |                |  |
|----------------|--|
| A. Exhibit "A" | Scope of Services                                      |
| B. Exhibit "B" | Registration Form (should be submitted)                |
| C. Exhibit "C" | Proposer Information Form (must be submitted)          |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted)           |
| E. Exhibit "E" | References (must be submitted)                         |
| F. Exhibit "F" | City Vehicles Equipment List (See Separate Attachment) |
| G. Exhibit "G" | City Fleet Parts List (See Separate Attachment)        |

**17. COMPLIANCE**

All proposals received in accordance with this RFP shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The City of Lake Worth is seeking proposals from qualified vendors to provide vehicle parts and accessories to the Fleet Maintenance Division. Proposers shall refer to the unit costs shown in Exhibit "G" and state the pricing they can provide in terms of percentage below, percentage above, and vendor may furnish a price list in lieu of completion of Exhibit "G" or the same as the listed costs. The selected vendor(s) shall provide parts necessary to efficiently and effectively cover all hours worked by the Fleet Maintenance Division. Operating hours at the City Garage are Monday through Friday, 6:00 A.M. to 6:00 P.M. All parts necessary to maintain the City's fleet will be procured from the resulting contract.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

**END OF SCOPE OF SERVICES**

EXHIBIT "B"

**CITY FLEET - SUPPLY & DELIVERY OF PARTS & ACCESSORIES**

**RFP 16-200**

**REGISTRATION FORM**

Proposers should complete and return this form to the Procurement Office prior [2:00 P.M. EST, Thursday, October 29, 2015](#) in order to receive any addenda(s) issued for this RFP.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Fax(\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Preferred Method of Receipt:      · Fax      · E-Mail

**EXHIBIT "C"**

**PROPOSER INFORMATION PAGE**

**RFP 16-200**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_  
Signature Print Name

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Site (if applicable): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

This is a requirement of every Proposer.

**EXHIBIT "D"**

**RFP 16-200**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, 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 under proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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:

**EXHIBIT "E"**

**RFP 16-200**

**REFERENCES**

List below or on an attached sheet similar references per RFP requirements for providing parts services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

**#1 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_

Fax: (\_\_\_\_)\_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_.

**#2 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_

Fax: (\_\_\_\_)\_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_.

**#3 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_

Fax: (\_\_\_\_)\_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

\_\_\_\_\_.

**CONTRACT FOR FLEET SUPPLY SERVICES  
(Supply & Delivery of Parts & Accessories the City's Fleet)**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "City", with its principal office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and \_\_\_\_\_ a company authorized to do business in the State of Florida, hereinafter the "Contractor", with its principal office located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the City issued a Request for Qualifications RFP NO. 16-200 (hereinafter "RFP") to supply and deliver parts and accessories for the City's fleet vehicles. (hereinafter the "Services");

WHEREAS, Contractor submitted a response to supply and deliver the Services described and set out in the RFP;

WHEREAS, the City desires to accept Contractor's response in order for Contractor to render the Services to the City as provided herein;

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the Services hereunder in a professional and competent manner;

WHEREAS, the City finds awarding the RFP 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:

I. General:

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 consist of this Contract, the Request for Proposal #16-200, ("RFP"), the response submitted by the Contractor and any duly executed and issued 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, at once and before proceeding shall

obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Duly executed amendments
- Second Priority: This Contract
- Third Priority: RFP #16-200
- Fourth Priority: Contractor's response

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.

1.2 Contract Administrator/Project Manager. Whenever the term Contract Administrator or Project Manager is used herein, it is intended to mean **the City Manager or designee, of the City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator/Project Manager.

1.3 Contract Price. The Contract Price for the parts **shall be as set forth in the Contractor's response.**

1.4 Term: The Term of this Contract shall be for three years from the date the Contract was approved by the City Commission with two additional one year renewals.

## II. Scope of Services:

2.1 The scope of Services to be provided under this Agreement is set forth in Exhibit "A" to the RFP.

2.2 The Contractor represents to the City that the Services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the Contractor's trade in general and that the Contractor's Services shall conform to the highest standards and in accordance with this Agreement.

2.3 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the Services to be completed under this Agreement. The Contractor further warrants its capability and experience to perform the Services provided for herein in a professional and competent manner.

## III. Payment Procedures:

Generally. Payment shall be made pursuant to RFP, City regulations and State law. Parts and service charge methods are as set forth in the RFP.

#### IV. Subcontracts:

All work must be accomplished by Contractor's own forces.

#### V. 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 and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

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

5.3 Contractor has given Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents.

#### VI. Equipment:

The Contractor shall provide all equipment necessary to complete the Services to be performed hereunder. In the event Contractor requires equipment from the City, the Contractor shall meet and confer with the City before Services commences. In the event the City's equipment is to be utilized, any costs chargeable to the Contractor shall be agreed upon in advance of the commencement of the Services.

#### VII. Audit by City:

The Contractor shall permit the City, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Agreement including, but not limited to, expenses for agents or assistants, direct and indirect charges for work performed and detailed documentation for all such Services performed or to be performed under this Agreement.

#### VIII. Copies of Data/Documents:

Copies or original documents prepared by the Contractor in relation to Services provided under this Agreement shall be provided to the City. Data collected, stored, and/or provided shall be in a form acceptable to the City and agreed upon by the City.

## IX. Ownership:

Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

## X. Defaults, Termination of Agreement:

10.1 If the Project Manager deems that the Contractor is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the Services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the Contractor specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the Contractor does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the City may take such action to remedy the default and all expenses related thereto shall be borne by the Contractor including, without limitation, utilization of another contractor to provide for such Services; and/or, the City may withhold any money due or which may become due to the Contractor for such expense and/or Services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the Contractor has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the City may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 10.1.

10.2 Notwithstanding paragraph 10.1, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the Contractor would be compensated only for those Services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 10.2.

## XI. 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.

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.

## XII. Assignment:

12.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the City and the Contractor. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party. The Contractor shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the City's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

12.2 In the event the City consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIII. Waiver of Trial by Jury:

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.

XIV. Notices:

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the City or the Contractor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the Contractor to the City shall be given to the City address as follows:

Michael Bornstein, City Manager  
City of Lake Worth  
7 North Dixie Hwy  
Lake Worth, Florida 33460

All notices, demands or requests from the City to the Contractor shall be given to the Contractor address as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XV. Delays and Forces of Nature:

15.1 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the Services for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the City in its sole discretion, the time of completion

shall be extended for any reasonable time that the City, in its sole discretion, may decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending negotiation or by any cause which the City, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. The Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Services, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Services.

15.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

XVI. Limitations of Liability:

Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

XVII Enforcement Costs:

All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

XVIII Miscellaneous:

18.1 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.

- 18.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The Project Manager 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
- 18.3 Headings and References & Exhibits: The headings contained in this Contract are inserted or 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.
- 18.4 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.
- 18.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) 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.
- 18.6 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.
- 18.7 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.

- 18.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 18.9 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.
- 18.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 18.11 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.
- 18.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

18.14 Insurance: Insurance shall be provided as set forth in the RFP.

18.15 Emergency Delivery: The Contractor shall guarantee in the event of a declared state of emergency or natural disaster that the City will receive top delivery priority on all orders placed by the City subject to bona fide restrictions imposed by local, state or federal regulations. The Contractor shall make an extraordinary good faith effort to fill all orders placed by the City. Parts and accessories shall be delivered at the prices and costs set forth in this Contract without additional surcharge, costs or fees.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on 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:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_(title), of \_\_\_\_\_, a company 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: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Contract with eleven (11) companies for external Fleet Services

**SUMMARY:**

These Contracts provide services ranging from light duty repairs to vehicle washing. Each contract has an initial term of three years with the option of two additional one-year period renewals for a total possible contract of five years.

**BACKGROUND AND JUSTIFICATION:**

The Fleet Maintenance Division consists of five staff members with various skill sets in the maintenance of light duty, heavy duty, and heavy equipment stock. The City owns and is responsible to maintain over 200 pieces of equipment, some of which are high priority in nature and cannot be put out of service due to their function. The partial contracting out of repairs and services assists and compliments the existing staff levels and maintains an efficient Fleet Maintenance Division operation.

On October 18, 2015, the City issued a Request For Letters of Interest and Professional Qualifications and responses were received from the following vendors on or before November 18, 2015:

Construction Hydraulics of Lake Worth  
Wallace Ford/Steve Moore Chevrolet LLC  
Steve's Towing and Wrecker Services  
Regan's Small Engine Service, Inc.  
Lake Worth Tropical Car Wash  
GT Supplies, Inc.  
Mako Hose and Rubber, Inc.  
Speedy Transmission  
RTS Fleet Services  
Al Packer Ford-Lincoln  
Priority Towing, Inc.

Public Services recommends entering a non-exclusive contract with each of the eleven (11) vendors submitting a proposal. Since the vendors' proposed prices and services vary, the Fleet Maintenance Division will review all vendors' pricing prior to making a purchase to ascertain which vendor provides the best value to the City.

Attached is the proposed standard City contract with the vendors. Each vendor's pricing and services is not included with this item but is available for review at the City Clerk's office.

**MOTION:**

I move to approve / disapprove a contract with Construction Hydraulics of Lake Worth, Wallace Ford/Steve Moore Chevrolet LLC, Steve's Towing and Wrecker Services, Regan's Small Engine Service, Inc., Lake Worth Tropical Car Wash, GT Supplies, Inc., Mako Hose and Rubber, Inc., Speedy Transmission, RTS Fleet Services, Al Packer Ford-Lincoln, Priority Towing, Inc., not to exceed \$96,097 and \$496,046 respectively (as identified in the fiscal analysis below).

**ATTACHMENT(S):**

Fiscal Impact Analysis  
RFQ 16-300 for City Fleet Services  
Standard City Contract

**FISCAL IMPACT ANALYSIS**

The Fiscal Impact Analysis represents the estimated budgeted amounts for the repair and maintenance services from outside vendors and internal Fleet Maintenance staff and is inclusive of all heavy equipment, light equipment, vehicles and trucks across all Departments of the City. The accounts ending in 46-22 represent both internal and external repairs. The accounts ending in 46-27 represent external repairs only. Many of the external repair work is from “Sole Source” vendors which are not a part of this contract award.

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	0	0	0	0
Operating Expenditures	592,143	998,000	998,000	998,000	998,000
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	592,143	998,000	998,000	998,000	998,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services		Equipment & Heavy Duty Repairs				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Available Balance	Agenda Expense	Balance
530-5070-549-46-22	Equipment Garage	N/A	179,775 *	96,097	not available	96,097
XXX-XXXX-XXX-46-27	Heavy Duty Repairs	N/A	818,400 **	496,046	not available	496,046

\* The total FY 2016 Fleet/Garage budget is \$872,712, out of which \$179,775 is for Equipment purchases.  
 \*\* The total FY 2016 budget for Heavy Duty Repairs (Ext) is \$818,400, budgeted in respective departments.

C. Department Fiscal Review: \_\_JB\_\_

# Request for Qualifications

## The City of Lake Worth



### REQUEST FOR LETTERS OF INTEREST AND PROFESSIONAL QUALIFICATIONS

**RFQ 16-300 (RE-BID)**

### CITY OF LAKE WORTH FLEET SERVICES



*Where the Tropics Begin*



*Where the Tropics Begin*

**PROCUREMENT OFFICE**

7 North Dixie Hwy.  
Lake Worth, FL 33461  
TEL: 561-586-1674  
FAX: 561-586-1673

**RFQ # 16-300**

**CITY OF LAKE WORTH FLEET SERVICES**

The City of Lake Worth is seeking Letters of Interest and Professional Qualifications from companies to provide general automotive and heavy equipment services for the City's Fleet stock. The goods and/or services being sought include, but are not limited to, service work (alignments, oil changes, tire rotations), auto detailing, transmission work, engine repair, interior work, electrical and body work. It is the City's intention to enter into an Agreement(s) with automotive, repair/ body shop/ service vendors who can perform general services and repairs and maintenance on vehicles/ equipment.

Time is of the essence and any proposal received after **3:00 p.m., November 18, 2015**, whether by mail or otherwise will be returned unopened. Qualifications shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, and date and hour qualifications are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by the City's Procurement Office personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all qualifications and/or to waive all nonmaterial irregularities on any and all qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any firm in preparing and responding to this RFQ are the sole responsibility of the proposer including without limitation any and all costs and fees related to a protest.

Interested parties may obtain a copy of the RFQ by contacting the Procurement Office at (561) 586-1674 or from the City's website at [www.lakeworth.org](http://www.lakeworth.org), Purchasing Opportunities. All qualifications must be hand-delivered or mailed to:

City of Lake Worth Finance Office  
7 North Dixie Hwy  
Lake Worth, FL 33461

**ENVELOPE MUST BE IDENTIFIED AS RFQ # 16-300.** Small Business participation is strongly encouraged.

BY: *Hirut Darge*  
Hirut Darge, Finance Office

PUBLISHED: Palm Beach Post  
October 18, 2015

## GENERAL INFORMATION

### 1. PROJECT OBJECTIVE

The City of Lake Worth is seeking Letters of Interest and Professional Qualifications from companies to provide general services for the City Fleet. The goods and/or services being sought include, but are not limited to, service work (alignments, oil changes, and tire rotations), auto detailing, transmission work, engine repair, interior work, electrical and body work. It is the City's intention to enter into an Agreement(s) with automotive, repair/ body shop/ service vendors who can perform general services, repairs and maintenance on vehicles/ equipment.

### 2. SUBMITTAL OF QUALIFICATIONS

Interested Proposers are invited to submit a complete proposal for consideration. The proposal must address the items requested, clearly and concisely. The City intends to negotiate a contract for the goods and/or services upon selection of the proposal that best satisfies the evaluation criteria.

Time is of the essence and any proposal received after [3:00 p.m., November 18, 2015](#), whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Qualifications shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Procurement Office. Qualifications shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, and date and hour qualifications are scheduled to be received. Proposers are responsible for insuring that their proposal is delivered and stamped by Procurement office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the qualifications for the record.

The City reserves the right in its sole discretion to reject any or all qualifications and/or to waive all nonmaterial irregularities on any and all qualifications. All costs and expenses, including reasonable attorney's fees, incurred by any Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this RFQ constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the Proposer to insure that all pages are included. Therefore, all Proposers are advised to closely examine this RFQ. All qualifications must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Proposer. Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.

### 3. REGISTRATION

Each Proposer seeking to submit a proposal is requested to **register** with the Procurement Office in order to receive any addenda to this RFQ. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before [2:00 p.m., Thursday, October 29, 2015](#). It is the responsibility of each Proposer to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this RFQ to any Proposer; however, the City will use its best efforts to provide issued addenda to those Proposers registered for this RFQ with the City.

Purchasing Agent  
Finance Office  
7 North Dixie Highway  
Lake Worth, FL 33461  
[hdarge@lakeworth.org](mailto:hdarge@lakeworth.org)

#### **4. CHANGES AND INTERPRETATIONS**

Changes to this RFQ will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

*All questions regarding this RFQ should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for qualifications. All questions 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 will attempt to not issue any addenda within three (3) business days of the due date of qualifications; however, the City reserves the right to issue any addenda at any time prior to the due date and time of qualifications.*

#### **5. 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 qualifications does not affect this right. No variances to this provision shall be accepted.

#### **6. RFQ TIMETABLE**

The anticipated schedule for this RFQ and contract approval is as follows:

- Registration Form Due October 29, 2015 (2 PM)
- Questions Due November 3, 2015 (3 PM)
- Issue Addendum (if necessary) November 9, 2015 (by 2 PM)
- **Proposal Response Due November 18, 2015 (3 PM)**

The City reserves the right to amend the anticipated schedule as it deems necessary.

#### **7. 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 deadline to submit a response to this RFQ. A complete copy of the City's procurement code is available on-line at [municode.com](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). All Proposers are highly 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 response or some other action by the City to end the selection process.

## **8. ETHICS REQUIREMENT**

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.**

## **9. DISCLOSURE AND DISCLAIMER**

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances 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 qualifications, may accept or reject qualifications, and may accept qualifications 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 qualifications 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' affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to qualifications made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such qualifications, 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 expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this RFQ who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole risk and responsibility of the party submitting such proposal.

## **10. CONTRACT AGREEMENT / COMPENSATION**

The terms and conditions of the resulting contract including the fee for the services to be rendered will be negotiated with successful Proposer. If the City and the successful Proposer cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Proposers and move to the next ranked Proposer to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Proposer that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Proposer if it is in the best interests of the City.

The resulting non-exclusive contract shall be for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the resulting contract. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Each fiscal year of the contract and any renewals 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.

Rates shall remain firm for the duration of the resulting contract subject to terms and conditions to be negotiated on requests for consideration of a price adjustment.

## **11. INSURANCE REQUIREMENTS**

Prior to execution of the resulting contract derived from this RFQ, the awarded firm shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

- A. The firm shall maintain during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- B. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
- C. The firm shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. The firm shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the firm or by anyone directly or indirectly employed by the firm.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the CITY as an "Additional Insured".

## 12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the qualifications. The Evaluation Committee will convene for a public meeting to evaluate and rank the most advantageous qualifications and make a recommendation for contract award to the City Commission with or without discussion. The Procurement Agent will notify all submitting Proposers and advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City. The selected proposer will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office.

Each proposal will be evaluated individually and in the context of all other qualifications. Qualifications 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. Qualifications failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the proposal 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 interest of the City (consistent with the evaluation criteria). The City shall be the sole judge of the qualifications and the resulting agreement that is in its best interests.

As part of the evaluation process, the City may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints. Proposer's submission of their RFQ constitutes acknowledgment of the process and consent to the City's investigation. City is the sole judge in determining Proposer's qualifications.

At its sole option, for larger or more complex studies or projects, the City may select the top three to five Proposers and require brief presentations from each Proposer before making the final selection. This requirement is at the sole discretion of the City.

While the City allows Proposers to specify any desired variances to the RFQ terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Proposer who is most advantageous to the City.

### **Evaluation Scoring Criteria:**

The evaluation of the qualifications will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Proposer must receive a minimum aggregate average of 70 points.**

**Points Awarded**

**Qualifications by Category**

Ability, capacity, and skill level of personnel who will render the services required.	0 - 35 points
Relevant experience of proposer's company.	0 - 35 points
Service rates and hourly labor rates (if provided).	0 - 20 points
Proximity to the City Garage, located at 1749 3 <sup>rd</sup> Avenue South, Lake Worth, FL 33460.	0 - 10 points
Total	<u>100 points</u>

**3. PROPOSAL FORMAT**

Each proposer shall submit **one (1) original, four (4) copies and (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper, in English. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Qualifications not providing this reference will be considered to have no reference materials included in the additional documents.

Qualifications must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement. **Signatures are required where indicated; failure to do so shall be cause for rejection of proposal.**

Only one proposal may be submitted by each Proposer.

Qualifications which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All qualifications shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

**A. Letter of Transmittal (not to exceed three pages)**

This letter will summarize in a brief and concise manner the following:

- General summary of Proposer's business operation; how long in business; general approach to tasks and projects; and, why the Proposer should be selected.

- Proposer's understanding of the scope of services.
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed.

**B. Addenda (unlimited pages)**

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each Proposer is responsible for visiting the City's website to view and obtain addendum.

**C. References & Materials (not to exceed 30 pages plus the form).**

Proposers shall provide a minimum of three (3) references on the form provided demonstrating their experience & skill. Prior experience & skill with other Florida municipalities is desirable. Proposers are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered. Samples of materials that would fall into the scope of services herein should be submitted with the proposal. The samples of material should not exceed 30 pages.

**D. Proof of Licenses (unlimited)**

Proposers shall provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Proposer's Business Tax Receipt (as applicable).

**E. Evidence of Ability to Deliver on Time (limited to two pages plus resumes)**

Proposers shall provide a two-page summary regarding their ability to deliver the requested services in a specific timeframe. Information regarding dedicated staff and current firm workload should be provided. Resumes of key personnel should also be included. Resumes should not exceed two-pages per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.
- Professional certifications, licenses and affiliations.

**F. Professional Hourly Rate Schedule (limited to two pages)**

Proposers are to provide an hourly rate schedule for all principals and personnel who will be providing the requested services. The rates provided will be the basis for tasks and projects issued to the selected proposer. Shop labor rates, hourly facility rates, etc. May comprise the rate schedule.

**G. Litigation and/or Terminations (unlimited)**

Proposers should provide a summary of any litigation filed against the proposer in the past five (5) years which is related to the services sought in this RFQ and that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Proposers shall also state if the proposer has had a contracts for the services sought in this RFQ which were terminated for default, non-performance or delay, in the past five (5) years. Proposers shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

**14. REPRESENTATIONS BY SUBMITTAL OF QUALIFICATIONS**

By submitting a proposal, the Proposer warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Proposer are named and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the anticipated contract.

B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The Proposer understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Proposer.

D. By signing and submitting a proposal, Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 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.

F. 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 proposal information to third parties.

## 15. **PROTESTS**

Any actual 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](http://municode.com) under the City's code of ordinances (sections 2-111 – 2-117). 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.

## 16. **EXHIBITS**

This RFQ consists of the following exhibits (which are incorporated herein by reference):

- |                |  |
|----------------|--|
| A. Exhibit "A" | Scope of Services  |
| B. Exhibit "B" | Registration Form (should be submitted)                  |
| C. Exhibit "C" | Proposer Information Form (must be submitted)            |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted)             |
| E. Exhibit "E" | References (must be submitted)                           |
| F. Exhibit "F" | City Vehicles / Equipment List (See Separate Attachment) |

## 17. **COMPLIANCE**

All qualifications received in accordance with this RFQ shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Proposer believes its proposal contains exempt or confidential information, the Proposer must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

**END OF GENERAL INFORMATION**

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The City of Lake Worth is seeking Letters of Interest and Professional Qualifications from companies to provide general services for the City Fleet. The goods and/or services being sought include, but are not limited to, service work (alignments, oil changes, and tire rotations), auto detailing, transmission work, engine repair, interior work, electrical and body work. It is the City's intention to enter into an Agreement(s) with automotive, repair/ body shop/ service vendors who can perform general services and maintenance on vehicles/ equipment.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected firm.

**END OF SCOPE OF SERVICES**

**EXHIBIT "B"**

**City of Lake Worth Fleet Services**

**RFQ 16-300**

**REGISTRATION FORM**

Proposers should complete and return this form to the Procurement Office prior **2:00 P.M. EST, Thursday, October 29, 2015** in order to receive any addenda(s) issued for this RFQ.

It is the responsibility of the Proposer to ensure its receipt of all addenda.

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone ( \_\_\_\_\_ ) \_\_\_\_\_ Fax( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Preferred Method of Receipt:      Fax             E-Mail

**EXHIBIT "C"**

**RFQ 16-300**

**PROPOSER INFORMATION PAGE**

Company Name: \_\_\_\_\_

Authorized  
Signature:

\_\_\_\_\_

Signature

Print Name

Title:

\_\_\_\_\_

Physical  
Address:

\_\_\_\_\_

Street

\_\_\_\_\_

City

State

Zip Code

Telephone:

\_\_\_\_\_ Fax: \_\_\_\_\_

Email Address:

\_\_\_\_\_

Web Site (if applicable):

\_\_\_\_\_

Federal Identification Number:

\_\_\_\_\_

This is a requirement of every Proposer.

**EXHIBIT "D"**

**RFQ 16-300**

**CONFIRMATION OF DRUG-FREE WORKPLACE**

In accordance with Section 287.087, Florida Statutes, whenever two or more qualifications 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 under proposal 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 proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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:

**EXHIBIT "E"**

**RFQ 16-300**

**REFERENCES**

List below or on an attached sheet similar references per RFQ requirements for providing services: Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past three (3) years** provided services. (THIS FORM MAY BE COPIED).

**#1 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**#2 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**#3 REFERENCE**

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Title: \_\_\_\_\_

Description of services: \_\_\_\_\_

**CONTRACT FOR FLEET SERVICES  
(Provide General Services for the City's Fleet)**

**THIS CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the **City of Lake Worth**, Florida, a municipal corporation, hereinafter the "City", with its principal office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and \_\_\_\_\_ a company authorized to do business in the State of Florida, hereinafter the "Contractor", with its principal office located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the City is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the City issued a Request for Qualifications RFQ NO. 16-300 (hereinafter "RFQ") to provide general services for the City's fleet vehicles. (hereinafter the "Services");

WHEREAS, Contractor submitted a response to perform the Services described and set out in the RFQ;

WHEREAS, the City desires to accept Contractor's response in order for Contractor to render the Services to the City as provided herein;

WHEREAS, the Contractor further warrants that it is experienced and capable of performing the Services hereunder in a professional and competent manner;

WHEREAS, the City finds awarding the RFQ 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:

I. General:

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 consist of this Contract, the Request for Qualifications #16-300, ("RFQ"), the response submitted by the Contractor and any duly executed and issued 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, at once and before proceeding shall

obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- First Priority: Duly executed amendments
- Second Priority: This Contract
- Third Priority: RFQ #16-300
- Fourth Priority: Contractor's response

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.

1.2 Contract Administrator/Project Manager. Whenever the term Contract Administrator or Project Manager is used herein, it is intended to mean **the City Manager or designee, of the City of Lake Worth, Florida**. In the administration of this Contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator/Project Manager.

1.3 Contract Price. The Contract Price shall be as set forth in Contractor's response.

1.4 Term: The Term of this Contract shall be for three years from the date the Contract was approved by the City Commission with two additional one year renewal options.

## II. Scope of Services:

2.1 The scope of Services to be provided under this Agreement is set forth in Exhibit "A" to the RFQ.

2.2 The Contractor represents to the City that the Services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the Contractor's trade in general and that the Contractor's Services shall conform to the highest standards and in accordance with this Agreement.

2.3 The Contractor represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the Services to be completed under this Agreement. The Contractor further warrants its capability and experience to perform the Services provided for herein in a professional and competent manner.

## III. Payment Procedures:

Generally. Payment shall be made pursuant to RFQ, City regulations and State law.

#### IV. Subcontracts:

All work must be accomplished by Contractor's own forces.

#### V. 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 and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

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

5.3 Contractor has given Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents.

#### VI. Equipment:

The Contractor shall provide all equipment necessary to complete the Services to be performed hereunder. In the event Contractor requires equipment from the City, the Contractor shall meet and confer with the City before Services commences. In the event the City's equipment is to be utilized, any costs chargeable to the Contractor shall be agreed upon in advance of the commencement of the Services.

#### VII. Audit by City:

The Contractor shall permit the City, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such Services performed or to be performed under this Agreement.

#### VIII. Copies of Data/Documents:

Copies or original documents prepared by the Contractor in relation to Services provided under this Agreement shall be provided to the City. Data collected, stored, and/or provided shall be in a form acceptable to the City and agreed upon by the City.

#### IX. Ownership:

Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the City.

#### X. Defaults, Termination of Agreement:

10.1 If the Project Manager deems that the Contractor is in default for failure to supply an adequate working force or has failed in any other respect to satisfactorily perform the Services specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Project Manager may give written notice to the Contractor specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the Contractor does not remedy defaults within ten (10) days or commence good faith steps to remedy the default to the reasonable satisfaction of the Project Manager, the City may take such action to remedy the default and all expenses related thereto shall be borne by the Contractor including, without limitation, utilization of another contractor to provide for such Services; and/or, the City may withhold any money due or which may become due to the Contractor for such expense and/or Services related to the claimed default. Alternatively, or in addition to the foregoing, if after ten (10) days the Contractor has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Project Manager, the City may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 10.1.

10.2 Notwithstanding paragraph 10.1, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the Contractor would be compensated only for those Services which have been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 10.2.

#### XI. 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.

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.

## XII. Assignment:

12.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the City and the Contractor. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party. The Contractor shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the City's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

12.2 In the event the City consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

XIII. Waiver of Trial by Jury:

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.

XIV. Notices:

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the City or the Contractor have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the Contractor to the City shall be given to the City address as follows:

Michael Bornstein, City Manager  
City of Lake Worth  
7 North Dixie Hwy  
Lake Worth, Florida 33460

All notices, demands or requests from the City to the Contractor shall be given to the Contractor address as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

XV. Delays and Forces of Nature:

15.1 The Contractor shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Upon the Contractor's request, the City shall consider the facts and extent of any such delay and failure to timely perform the Services for reason beyond the control of the Contractor and, if the Contractor's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the City in its sole discretion, the time of completion

shall be extended for any reasonable time that the City, in its sole discretion, may decide; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending negotiation or by any cause which the City, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) claim is necessary. The Contractor's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and Contractor specifically waives any right to seek any monetary damages or losses for a delay in completion of the Services, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by Contractor due to a delay in completion of the Services.

15.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

#### XVI. Limitations of Liability:

Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

#### XVII Enforcement Costs:

All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

#### XVIII Miscellaneous:

18.1 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.

- 18.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval. The Construction Manager 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
- 18.3 Headings and References & Exhibits: The headings contained in this Contract are inserted or 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.
- 18.4 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.
- 18.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) 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 waiver 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.
- 18.6 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.
- 18.7 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.

- 18.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 18.9 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.
- 18.10 Effective date: The effective date of this Contract is the date the Contract is approved by the City Commission.
- 18.11 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.
- 18.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

18.14 Insurance: Insurance shall be provided as set forth in the RFQ.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on 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:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

[Corporate Seal]

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_(title), of \_\_\_\_\_, a company 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: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Purchase four new replacement trucks for the Water Utilities Department

**SUMMARY:**

The Purchase Agreement authorizes the purchase from Alan Jay Fleet Sales for use by the Water Systems Department in an amount not to exceed \$139,848.00.

**BACKGROUND AND JUSTIFICATION:**

The Water Distribution and Sewer Collection Divisions currently have 4 vehicles scheduled for replacement in FY 15/16. Due to the age and condition the following 4 vehicles are being replaced:

- Truck #287 – 2007 GMC SIERRA ¾ TON 4X4 HD
- Truck #239 – 1996 GMC SIERRA 1 TON
- Truck #289 – 2007 GMC SIERRA ¾ TON 4X4 HD
- Truck #236 – 2006 GMC SIERRA 1 TON 4X4 HD WITH HOIST

Trucks #287 and #289 will be redistributed amongst the City's fleet and transferred into the Grounds Division. Trucks #239 and #236 are past their useful life and are too costly to maintain and will be auctioned. As part of efforts to standardize the fleet they will be replaced with 2016 GMC Sierra 4x4 Utility Body Pickups (2-2500 and 2- GMC Utility Regular Cab 4WD). The cost per GMC Sierra 4x4 Utility Body Pickup 2500 is \$40,435.00 and GMC Sierra 4x4 Utility Body Pickup is \$29,489.00. All 4 vehicles will have a six year 100,000 mile warranty.

These vehicles were quoted by Alan Jay Fleet Sales under vehicle specification#52 for the GMC Sierra 2500 and specification#46 for the GMC Sierra Regular Cab 4WD. This dealer won the bid award on the Florida Sherriff's contract (Bid # 15-23-0904 &15-13-0904) and this Agreement is a cooperative purchase (piggy back).

**MOTION:**

I move to approve/disapprove the purchase of four replacement vehicles from Alan Jay Fleet Sales under a cooperative purchase use of the entire Sheriff's vehicle contract.

**ATTACHMENTS:**

Fiscal Impact Analysis  
Dealer Quote Sheets  
Vehicle Specification

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	139,848	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	139,848	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	FY2016 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery and Equipment / Vehicles	1,087,296	N/A	581,249.81	139,848	441,401.81

C. Department Fiscal Review: \_\_\_\_\_



# ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)	DIRECT 863-402-4234	WWW.ALANJAY.COM	5368-5
Corporate Office 2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693 FAX 863-402-4221	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	

## QUICK QUOTE SHEET

PAGE 1 of 1

REQUESTING AGENCY:	LAKE WORTH, CITY OF	REVISED QUOTE DATE:	2/17/2016
ORIGINAL QUOTE DATE:	12/1/2015	QUOTED BY:	Scott Wilson
CONTACT PERSON:	JUDY LOVE	EMAIL:	<a href="mailto:JLOVE@LAKEWORTH.ORG">JLOVE@LAKEWORTH.ORG</a>
PHONE NUMBER:	561-586-1719		
FAX NUMBER:	--		

### FLORIDA SHERIFF'S ASSOCIATION BID #'s 15-23-0904 & 15-13-0904 www.flsheriffs.org

MODEL: TK25903 2016 GMC SIERRA 2500HD REGULAR CAB 4WD	SPECIFICATION #: 52
	PAGE #: 1049
	BASE DISTRICT PRICE: \$25,456.00

BED LENGTH	56" CA
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\*\*All vehicles will be ordered white w/ darkest interior unless Clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION		
	EXTERIOR COLOR SUMMIT WHITE WITH DARK ASH - JET BLACK ACCENTS VINYL TRIM INTERIOR (40/20/40 split-bench, 3 passenger, driver and front passenger manual recline with outboard head restraints and center fold-down armrest with storage)		\$0.00
GAZ H2Q	6.0L VORTEC V8 WITH 6-SPD AUTOMATIC TRANSMISSION		\$0.00
L96 MYD	PCR package includes: outside heated power adjustable mirrors, remote keyless entry, and remote locking tailgate		\$809.00
PCR	FACTORY SKID PLATES		\$149.00
NZZ	LOCKING REAR DIFFERENTIAL (STD)		\$0.00
G80	FACTORY BACK UP CAMERA		\$199.00
UVC	FACTORY UPFITTER SWITCHES		\$124.00
9L7	4" BLACK TUBULAR ASSIST STEPS -REG CAB-		\$529.00
RVS	FRONT LICENSE PLATE BRACKET FACTORY ORDERED		\$0.00
VK3			
<b>FACTORY OPTIONS</b>			<b>\$1,810.00</b>

CONTRACT OPTIONS	DESCRIPTION		
	READING 8' SRW SERVICE BODY CLASSIC II PAINTED WHITE, INCLUDES BOX AND BUMPER		
U98ASW	CREDIT** Includes complete vehicle certification from final stage manufacturer **		\$5,615.00
FTL	FLIP TOP LIDS ON READING 8' DRW UTILITY BODY		\$1,087.00
CLIVWC	HD TRAILER TOW PACKAGE WITH DRAW BAR, 2-5/16" BALL, PIN, AND CLIP		\$670.00
USOB	HD UTILITY BODY SPRAY ON BED LINER IN CARGO AREA ONLY		\$747.00
RSF	RAIN SHIELDS FLANGE STYLE		\$189.00
HAR	CAB SHIELD HEADACHE RACK		\$497.00
W-VERTEX	WHELEN VERTEX 4 CORNER LED KIT		\$582.00
TIR36M	WHELEN TRAFFIC ADVISOR (INSTALLED ON HEADACHE RACK)		\$705.00
BUA	DEALER INSTALLED BACK UP ALARM		\$179.00
3KR	3RD KEY AND REMOTE		\$373.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)		\$0.00
MG6100	Major Guard 6yr 100k mile extended warranty \$0 deductible		\$2,525.00
<b>CONTRACT OPTIONS TOTAL</b>			<b>\$13,169.00</b>

NON-IDENTIFIED CONTRACT OPTIONS	DESCRIPTION		
<b>NON-IDENTIFIED CONTRACT OPTIONS TOTAL</b>			<b>\$0.00</b>

	<b>TOTAL COST</b>	<b>\$40,435.00</b>
<b>TRADE IN</b>	<b>YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~</b>	<b>\$0.00</b>
<b>TOTAL COST LESS TRADE IN(S):</b>		<b>QTY 2 = \$80,870.00</b>

**Comments:**

VEHICLE QUOTED BY: Scott Wilson FLEET SALES MANAGER [scott.wilson@alanjay.com](mailto:scott.wilson@alanjay.com)

*"I Want to be Your Fleet Provider"*

I appreciate the opportunity to submit this quotation. Please review if carefully. If there are any errors of changes, please feel free to contact me at any time. I am always happy to be of assistance.



# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## 1/2 TON PICKUP TRUCK - 4X4 SPECIFICATION #46

### 2016 GMC Sierra 1500 (TK15703/1SA)

The GMC Sierra 1500 (TK15703/1SA) 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:	\$22,516.00	\$22,366.00	\$22,266.00	\$22,366.00

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.

<b>VEHICLE:</b>	Sierra 1500 (TK15703/1SA)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,516.00	\$22,366.00	\$22,266.00	\$22,366.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
9L3 5Z4 <sup>1</sup>	Full size spare tire and rim <i>Deletes full size spare tire, wheel, and carrier.</i> <sup>1</sup>	\$25.00 <sup>1</sup>
D G80 <sup>1</sup>	Limited slip differential on 4-wheel drive <i>Deletes Locking Rear Differential</i> <sup>1</sup>	\$150.00 <sup>1</sup>

Order Code	Add Options	All Zones
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**Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.**

L83 <sup>1</sup>	Engine upgrade - specify <i>5.3L With Active Fuel Management direct injection, variable valve timing, 720 CCA battery, 6,600lb GVWR, 3.08 rear axle ratio, and external trans/oil cooler (355hp &amp; 383 lb-ft torque).</i> <sup>1</sup>	\$1,094.00 <sup>1</sup>
	Engine upgrade - specify	NA
	Bi-fuel model - specify <i>4.3L FFV ECOTECH w/ Active Fuel Management direct injection and variable valve timing</i> <sup>1</sup>	Std <sup>1</sup>
	CNG model - specify	NA
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
	Battery, 650 cca or greater <i>Included and only available with V8 upgrade. -or- (DRYCELL - Dealer Provided HD 800cca Drycell Battery Replaces Factory Lead Acid Battery \$379)</i> <sup>1</sup>	NA <sup>1</sup>
	Dual batteries	NA
	7,700 lbs. GVWR	NA
JL1 <sup>1</sup>	Electric brake controller <i>Requires Z82 Trailer Tow Pkg</i> <sup>1</sup>	\$229.00 <sup>1</sup>
	Traction control	Std
PCR <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>Sierra fleet convenience package includes: Power windows, outside heated/power adjustable mirrors, and remote keyless entry including remote locking tailgate. ** Price reflected includes anticipated increase for locking tailgate** . -or- (SLE Upgrade: alum wheels, body-side body color moldings, body color pwr heated mirrors, deep tint rear glass, LED lighting for cargo box with switch in center stack, EZ Lift/Lower tailgate, body color door handles, 4.2" color display am/fm stereo USB ports, SD Card Slot, Aux Jack, Bluetooth streaming, hands-free smart phone connectivity Pandora Sirius XM and HD Radio, 6 speaker audio Single Slot CD / MP3 player, Bluetooth for phone, upgraded 40/20/40 split bench w/ lockable storage comp between drvr pass seats, storage pockets, color keyed carpet w/ rubberized vinyl mats, leather wrapped steering whl w/ audio and cruise controls, pwr windows, remote Keyless entry incl tail gate, illum vanity mirrors, OnStar 6 mo, Rear vision camera \$7389.)</i> <sup>1</sup>	\$809.00 <sup>1</sup>

<b>VEHICLE:</b>	Sierra 1500 (TK15703/1SA)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,516.00	\$22,366.00	\$22,266.00	\$22,366.00

H2Q <sup>1</sup>	Seat trim upgrade - specify <i>Jet black vinyl seat trim. -or- (AZ3 H2R AG1 - Upgrade Includes: Front 40/20/40 Split Bench 3 pass seat with driver and front passenger recline with outboard head restraints, center fold down armrest with storage, manually adjustable driver lumbar, lockable storage compartment in seat cushion and storage pockets, 10 Way pwr Driver seat \$412 [DRC - Dealer remove center section leaving bare floor ADD \$189] ) -or- (Dealer Installed Leather \$1297)</i> <sup>1</sup>	NC <sup>1</sup>
	Power windows/door locks <i>Power door locks STD, power windows included and only available with manufactures upgrade package.</i> <sup>1</sup>	NA <sup>1</sup>
	Speed control	Std
	Tilt steering wheel	Std
	Passenger dome lamp <i>Factory dome lights standard. (DOME - Additional 5" REPORT LIGHT DLR INSTALLED \$229)</i> <sup>1</sup>	Std <sup>1</sup>
9S1 <sup>1</sup>	Bucket seats in lieu of bench seat <i>Driver and Passenger Front Individual Seats in Vinyl Trim All Exposed floor area will remained un-trimmed -or- (9U3 - Driver and Passenger Front Individual Seats in Cloth Trim All Exposed floor area will remained un-trimmed) (Manual Seats-Base Model Only)</i> <sup>1</sup>	\$99.00 <sup>1</sup>
B30 <sup>1</sup>	Carpet in lieu of rubber floor covering <i>Color-Keyed carpeting w/ rubberized floor mats.</i> <sup>1</sup>	NA <sup>1</sup>
	Floor mats <i>Included and only available with Capet floor option. (VAV - All weather floor mats \$89, REQUIRES B30) -or- ( WTF - HD molded floor liner system includes freight and installation \$199)</i> <sup>1</sup>	NA <sup>1</sup>
AK0 <sup>1</sup>	Deep tinted glass <i>Factory Deep Tint Rear Window Only (DT2 - Dealer Film on driver and pass doors \$149. (ADD \$45 for windshield strip.)</i> <sup>1</sup>	\$99.00 <sup>1</sup>
	Sliding rear window <i>(C49 Rear Window Defogger \$174)</i> <sup>1</sup>	NA <sup>1</sup>
TG5 <sup>1</sup>	AM/FM radio with single CD <i>Included and only available with SLE upgrade. (IOB - MyLink Audio System Includes: Blue tooth streaming, 7" Diagonal color screen with AM/FM Stereo, USB Ports, aux jack, SD Card slot, , Pandora Internet radio and voice activated technology for radio and phone ADD \$299.)</i> <sup>1</sup>	NA <sup>1</sup>
UE1 <sup>1</sup>	On-Star <i>6 Mos OnStar with directions and connections plan (requires IOB radio upgrade)</i> <sup>1</sup>	\$174.00 <sup>1</sup>
U2K <sup>1</sup>	Satellite radio <i>(requires IOB &amp; UE1)</i> <sup>1</sup>	\$194.00 <sup>1</sup>
5H1 <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable <i>Factory Ordered, dealer programmed 2 Add'l Keys (3K - dealer provided third key \$149) - or - (3KR - dealer provided third key and remote \$373)</i> <sup>1</sup>	\$149.00 <sup>1</sup>
	Side air bags	Std
K15903 <sup>1</sup>	Long bed in lieu of short bed <i>133" Wheelbase</i> <sup>1</sup>	\$899.00 <sup>1</sup>
L-SPOT <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>(ADD \$175 for LED light)</i> <sup>1</sup>	\$480.00 <sup>1</sup>
LR-SPOT <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>(ADD \$350.00 for LED lights)</i> <sup>1</sup>	\$900.00 <sup>1</sup>
RS <sup>1</sup>	Vent visors - stick-on style	\$145.00 <sup>1</sup>
RSF <sup>1</sup>	Rainshields - flange style	\$145.00 <sup>1</sup>

<b>VEHICLE:</b>	Sierra 1500 (TK15703/1SA)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,516.00	\$22,366.00	\$22,266.00	\$22,366.00

BS <sup>1</sup>	Bug shield <i>Dealer installed Bug Shield hood protector <sup>1</sup></i>	\$197.00 <sup>1</sup>
DF2 <sup>1</sup>	Trailer tow mirrors <i>Manual Folding and Extending Black Camper Mirrors(N/A with PCR or SLE) -or- (DPN - Black Manual Folding and Extending with Heated pwr Glass when ordering with PCR or SLE \$349) <sup>1</sup></i>	\$69.00 <sup>1</sup>
WGG <sup>1</sup>	Wrap-around grille guard <i>add \$300 for Winch Mount Plate <sup>1</sup></i>	\$995.00 <sup>1</sup>
ATB <sup>1</sup>	Aluminum tool box <i>Dealer Provided HD Aluminum Diamond Plate Tool Box 14" Depth. (18" Depth \$469) AND (ADD \$50 to 14" or 18" for low profile tool box.) <sup>1</sup></i>	\$429.00 <sup>1</sup>
VZX <sup>1</sup>	Bedliner <i>Factory Ordered Dlr Installed Plastic Insert Bed liner (Dealer Provided GM Bed liner \$325) <sup>1</sup></i>	\$394.00 <sup>1</sup>
CGN <sup>1</sup>	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>Factory ordered only thin spray liner. -or- (SOB - HD dealer installed spray on Bed liner \$579) <sup>1</sup></i>	\$474.00 <sup>1</sup>
V76 <sup>1</sup>	Tow hooks	\$49.00 <sup>1</sup>
Z82 DB2 <sup>1</sup>	Class IV hitch and ball <i>Factory Receiver Hitch 7 / 4 pin wire connector, Draw Bar 2" Ball Pin and Clip <sup>1</sup></i>	\$474.00 <sup>1</sup>
8KW <sup>1</sup>	8,000 lb. winch with remote <i>Requires WGG &amp; Winch Mount Plate <sup>1</sup></i>	\$1,195.00 <sup>1</sup>
Z82 JL1 DB2 <sup>1</sup>	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>Factory Receiver Hitch 7 / 4 pin wire connector, Electronic Brake Controller, Draw Bar, 2" Ball, Pin, and Clip. <sup>1</sup></i>	\$704.00 <sup>1</sup>
L83 JL1 Z82 D2B <sup>1</sup>	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>Includes: L83 5.3L V8, Electronic Brake Controller, Factory Receiver hitch, 7 / 4 pin wire connector, Draw Bar 2 &amp; 5/16" Ball pin and clip <sup>1</sup></i>	\$1,785.00 <sup>1</sup>
NZZ <sup>1</sup>	Skid plates <i>Includes: Off Road Suspension components, High Cap Air Cleaner, Transfer Case Shield. <sup>1</sup></i>	\$149.00 <sup>1</sup>
FTC <sup>1</sup>	Fiberglass tonneau cover (painted to match) <i>(Add \$1338 for Bed Slider with Rubber Mat and 4" Sides) -or- ( Roll-N-Lock cover ADD \$297 in lieu of fiberglass tonneau) <sup>1</sup></i>	\$1,495.00 <sup>1</sup>
FCH <sup>1</sup>	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>Add \$375 for side access windows in lieu of fixed <sup>1</sup></i>	\$1,695.00 <sup>1</sup>
	Daytime running lights	Std
	Immobilize daytime running lights	NA
RC3 <sup>1</sup>	All terrain tires in lieu of all season tires <i>P265/70R17 All Terrain Black Wall "passenger tire" - or - RC5 LT265/70R17C All Terrain Black Wall "Light Truck Tire" \$394) <sup>1</sup></i>	\$199.00 <sup>1</sup>
N2 <sup>1</sup>	Nitrogen filled tires including spare tire	\$169.00 <sup>1</sup>
	Full size spare tire and rim	Std
	Midbox body option	NA
LEER DCC <sup>1</sup>	Steel truck cap <i>Leer Deluxe Aluminum Commercial Topper (WHITE), 23" High, Front Picture Window, Full Length Side Doors with Driver and Passenger Side Tool Boxes including 1 Vertical and 1 Horizontal Divider, Rear lift Up Door with Picture Window, Ladder Rack, 20" 12v LED Interior Light Bar, LED Brake Light (Upgrade to Fiberglass 100RCC Commercial Topper Painted to Match \$387) (Upgrade to Double Swing Barn Doors w/ vertical glass on Rear in lieu of std lift up door \$379 **aluminum tops only**) <sup>1</sup></i>	\$3,279.00 <sup>1</sup>

<b>VEHICLE:</b>	Sierra 1500 (TK15703/1SA)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,516.00	\$22,366.00	\$22,266.00	\$22,366.00

HAR <sup>1</sup>	Cab shield headache rack (protects back of cab)	\$497.00 <sup>1</sup>
PRT <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for pickup bed) <i>(1200ATR - Weather Guard aluminum material rack with cross members \$1479 **does not include expanded metal basket over cab**)</i> <sup>1</sup>	\$1,790.00 <sup>1</sup>
	Pipe rack w/expanded metal basket over cab (for utility body)	NA
SSMLR <sup>1</sup>	Single ladder rack side mounted (specify street or curbside) <i>Single Side Mtd Ladder Rack</i> <sup>1</sup>	\$738.00 <sup>1</sup>
VK3 <sup>1</sup>	Front license bracket <i>Factory Ordered (Dlr provided \$79)</i> <sup>1</sup>	NC <sup>1</sup>
8S3 <sup>1</sup>	Backup alarm, factory installed <i>97 db Back Up Alarm (Factory Installed ships unplugged)</i> <sup>1</sup>	\$137.00 <sup>1</sup>
BUA <sup>1</sup>	Backup alarm, dealer installed <i>Dealer installed 90db back up alarm.</i> <sup>1</sup>	\$179.00 <sup>1</sup>
UVC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed <i>(requires factory tailgate)</i> <sup>1</sup>	\$199.00 <sup>1</sup>
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$679.00 <sup>1</sup>
FUEL TOOL <sup>1</sup>	Optional equipment - specify <i>Fuel &amp; Tool Box Combo includes: L Shape Fuel Tank, Tool Box, Electric transfer pump, Hose, Nozzle, and flow meter - (ADD SAFE-T - Fire Extinguisher, First Aid Kit, Road Triangles \$299)</i> <sup>1</sup>	\$1,887.00 <sup>1</sup>
RSL <sup>1</sup>	Optional equipment - specify <i>Roadside lighting package Includes: Four corner hide away LED kit, 8 LED traffic advisor mounted in rear window glass, (AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. -or- (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor. - ADD - (GL - Go Light with Dash Mounted Remote for \$628) - ADD - ( 806-1210-UB - 1000 watt pure sine wave inverter installed in curbside FRONT compartment of utility body. \$798)</i> <sup>1</sup>	\$1,729.00 <sup>1</sup>
JOTTO <sup>1</sup>	Optional equipment - specify <i>Jotto Computer Mount Stand ( 806-1206 - 600w pure sine wave inverter installed in between driver/passenger front seats \$429.)</i> <sup>1</sup>	\$485.00 <sup>1</sup>
K682J <sup>1</sup>	Optional equipment - specify <i>Knapheide 6.5' Utility body for 42" CA</i> <sup>1</sup>	\$5,741.00 <sup>1</sup>
3BLS <sup>1</sup>	Optional equipment - specify <i>3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)</i> <sup>1</sup>	\$229.00 <sup>1</sup>
LABOR <sup>1</sup>	Labor rate per hour <i>(Labor Rates Based on Single Vehicle Build)</i> <sup>1</sup>	\$105.00 <sup>1</sup>
TEMP <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)	\$45.25 <sup>1</sup>
TRANS <sup>1</sup>	Transfer existing registration (must provide tag number) <i>Includes temp tag &amp; two way overnight shipping for signature.</i> <sup>1</sup>	\$168.85 <sup>1</sup>
TAG <sup>1</sup>	Temporary tag <i>Includes temp tag &amp; two way overnight shipping for signature.</i> <sup>1</sup>	\$220.95 <sup>1</sup>
D-R9Y <sup>1</sup>	Maintenance Plan - specify <i>24mo / 24k mile scheduled maintenance program to include oil / filter change, 4-wheel tire rotation, and conduct a 27-point vehicle inspection. The plan covers up to (4) service visits within the 24 month period.</i> <sup>1</sup>	\$89.00 <sup>1</sup>

<b>VEHICLE:</b>	Sierra 1500 (TK15703/1SA)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,516.00	\$22,366.00	\$22,266.00	\$22,366.00

	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
MG4100 <sup>1</sup>	Warranty - specify <i>Major Guard 4yr 100k mile extended warranty \$0 deductible (ADD \$1775 FOR EMERGENCY USE SURCHARGE).</i> 1	\$1,955.00 <sup>1</sup>
MG575 <sup>1</sup>	Warranty - specify <i>Major Guard 5yr 75k mile extended warranty \$0 deductible (ADD \$1775 FOR EMERGENCY USE SURCHARGE).</i> 1	\$1,755.00 <sup>1</sup>
MG6100 <sup>1</sup>	Warranty - specify <i>Major Guard 6yr 100k mile extended warranty \$0 deductible (ADD \$1775 FOR EMERGENCY USE SURCHARGE).</i> 1	\$2,525.00 <sup>1</sup>



# FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

## 3/4 TON PICKUP TRUCK - 4X4 SPECIFICATION #52

### 2016 GMC Sierra 2500 HD (TK25903)

The GMC Sierra 2500 HD (TK25903) 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:	\$25,856.00	\$25,656.00	\$25,456.00	\$25,606.00

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.

<b>VEHICLE:</b>	Sierra 2500 HD (TK25903)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$25,856.00	\$25,656.00	\$25,456.00	\$25,606.00

Order Code	Delete Options	All Zones
ZW9 <sup>1</sup>	Cargo box and rear bumper <i>Pickup box, delete, includes (9J4) rear bumper delete, spare tire delete and spare tire carrier delete. If equipped, deletes (Z82) trailering equipment and (JL1) trailer brake controller. Requires a long box model. [(ZHQ - ADD back LT245/75R17E all-season, blackwall SUBTRACT \$334 from credit amount (ships loose) -or- ZXT - ADD back LT265/70R17E all-terrain, blackwall SUBTRACT \$379 from credit amount (ships loose) -or- ZWF - ADD back LT265/70R18E all-season, blackwall SUBTRACT \$359 from credit amount (ships loose)] -or- (DRB - Dealer remove box &amp; bumper, leaves factory spare tire and carrier \$300 ***CREDIT***) – req. further manufacture and certification by a final stage manufacturer.</i> <sup>1</sup>	\$487.00 <sup>1</sup>
	AM/FM stereo radio	NA
	Air conditioning	NA
9L3 5Z4 <sup>1</sup>	Full size spare tire and rim <i>Deletes full size spare tire, wheel, and carrier</i> <sup>1</sup>	\$50.00 <sup>1</sup>
	Limited slip differential on 4-wheel drive <i>Standard on base vehicle</i> <sup>1</sup>	NA <sup>1</sup>

Order Code	Add Options	All Zones
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**Please refer to Part E - Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.**

LML MW7 <sup>1</sup>	Engine upgrade - specify <i>6.6L DURAMAX diesel w/ Allison 6-speed automatic transmission</i> <sup>1</sup>	\$8,393.00 <sup>1</sup>
LC8 FHV <sup>1</sup>	Engine upgrade - specify <i>(Requires factory pickup bed) Engine, 6.0L V8 SFI Gaseous with hardened valves and valve seats. Operates on both gasoline and CNG. Not E85 compatible. Running on gasoline (360 hp [268 kW] @ 5400 rpm, 380 lb-ft of torque [515 N-m] @ 4200 rpm), Running on CNG (301 hp [225 kW] @ 5000 rpm, 333 lb-ft of torque [452 N-m] @ 4200 rpm). Includes: (MYD) 6-speed automatic, heavy duty transmission.</i> <sup>1</sup>	\$9,482.00 <sup>1</sup>
	Bi-fuel model - specify	NA
	CNG model - specify <i>Reference LC8 engine above.</i> <sup>1</sup>	NA <sup>1</sup>
	CNG conversion (discuss with dealer)	NA
	LPG conversion (discuss with dealer)	NA
K4B <sup>1</sup>	Battery, auxiliary HD <i>Auxillary 730amp battery (Included with LML --- N/A with LC8)</i> <sup>1</sup>	\$134.00 <sup>1</sup>
	Increase to 9,900 lbs. GVWR <i>Included and only available with diesel engine upgrade.</i> <sup>1</sup>	NA <sup>1</sup>
JL1 <sup>1</sup>	Electric brake controller	\$229.00 <sup>1</sup>
	Traction control	Std

<b>VEHICLE:</b>	Sierra 2500 HD (TK25903)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$25,856.00	\$25,656.00	\$25,456.00	\$25,606.00

PCR <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>SIERRA fleet convenience package includes: Power windows, outside heated/power adjustable mirrors, and remote keyless entry including remote locking tailgate. ** Price reflected includes anticipated increase for locking tailgate**. -or- (SLE package includes: Transfer case electronic shift with rotary dial, factory trailer hitch and brake controller, 17" Aluminum wheels with steel spare, body colored body side moldings, LED cargo box lighting, power heated body colored side mirrors, rear deep tint glass, body colored door handles, EZ-lift/lower tailgate, IO5 upgraded AM/FM/CD/USB/BT/XM radio w/ 8" color touch screen, OnStar w/ 4G LTE capability, upgraded front bench seat, leather wrapped wheel with audion controls, carpet flooring with rubberized mats, 4.2" DIC, power windows w/ express up/down, remote keyless entry, Visor mirrors, and rear view camera \$5904.)<sup>1</sup></i>	\$809.00 <sup>1</sup>
AZ3 H2R AG1 <sup>1</sup>	Seat trim upgrade - specify <i>Front 40/20/40 Split Bench 3 pass seat with driver and front passenger recline with outboard head restraints, center fold down armrest with storage, manually adjustable driver lumbar, lockable storage compartment in seat cushion and storage pockets, 10 Way pwr Driver seat [Dealer remove center section leaving bare floor ADD \$189] -or- (Dealer Installed Leather \$1297)<sup>1</sup></i>	\$414.00 <sup>1</sup>
	Power windows/door locks <i>Power door locks STD, power windows included and only available with manufactures upgrade package.<sup>1</sup></i>	NA <sup>1</sup>
	Speed control/tilt steering wheel	Std
9S1 <sup>1</sup>	Bucket seats in lieu of bench seat <i>Driver and Passenger Front Individual Seats in Vinyl Trim All Exposed floor area will remained un-trimmed -or- (9U3 - Driver and Passenger Front Individual Seats in Cloth Trim All Exposed floor area will remained un-trimmed) (Manual Seats) -Base Model Only-<sup>1</sup></i>	NC <sup>1</sup>
	40/20/40 seat in vinyl	Std
H2R <sup>1</sup>	40/20/40 seat in cloth <i>Jet Black cloth seat trim<sup>1</sup></i>	NC <sup>1</sup>
B30 <sup>1</sup>	Carpet in lieu of rubber floor covering <i>Includes rubberized vinyl floor mats<sup>1</sup></i>	\$99.00 <sup>1</sup>
	Floor mats <i>Included and only available with Capet floor option. (VAV - All weather floor mats \$84, REQUIRES B30) -or- ( WTF - HD molded floor liner system includes freight and installation \$199)<sup>1</sup></i>	NA <sup>1</sup>
AK0 <sup>1</sup>	Deep tinted glass <i>Factory Deep Tint Rear Window Only (Dealer Film on driver and pass doors \$149(ADD \$45 for windshield strip).)<sup>1</sup></i>	\$99.00 <sup>1</sup>
	Sliding rear window <i>(C49 Rear Window Defogger \$174)<sup>1</sup></i>	NA <sup>1</sup>
TG5 <sup>1</sup>	AM/FM radio with single CD <i>Included and only available with SLE upgrade. (IOB - MyLink Audio System Includes: 7" Diagonal color screen with AM/FM Stereo, USB Ports, aux jack, SD Card slot, Bluetooth Streaming audio for music and most phones hands-free smartphone integration, Pandora Internet radio and voice activated technology for radio and phone ADD \$299.)<sup>1</sup></i>	NA <sup>1</sup>
UE1 <sup>1</sup>	On-Star <i>6 Mos OnStar with directions and connections plan (requires IOB radio upgrade)<sup>1</sup></i>	\$174.00 <sup>1</sup>
U2K <sup>1</sup>	Satellite radio <i>(requires IOB &amp; UE1)<sup>1</sup></i>	\$194.00 <sup>1</sup>
5H1 <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable <i>Factory Ordered, dealer programmed 2 Add'l Keys (3K - dealer provided third key \$149) - or - (3KR - dealer provided third key and remote \$373)<sup>1</sup></i>	\$149.00 <sup>1</sup>
	Side air bags	Std
RVS <sup>1</sup>	Cab steps <i>4" black tubular assist step -or- (VXJ - 4" chrome tubular assist step \$584).<sup>1</sup></i>	\$529.00 <sup>1</sup>

<b>VEHICLE:</b>	Sierra 2500 HD (TK25903)			
<b>DEALER:</b>	Alan Jay Chevrolet, Buick, GMC, Cadillac			
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$25,856.00	\$25,656.00	\$25,456.00	\$25,606.00

L-SPOT <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>(ADD \$175 for LED light)</i> <sup>1</sup>	\$480.00 <sup>1</sup>
LR-SPOT <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>(ADD \$350.00 for LED lights)</i> <sup>1</sup>	\$900.00 <sup>1</sup>
RS <sup>1</sup>	Vent visors - stick-on style	\$145.00 <sup>1</sup>
RSF <sup>1</sup>	Rainshields - flange style	\$145.00 <sup>1</sup>
BS <sup>1</sup>	Bug shield <i>Dealer installed Bug Shield hood protector</i> <sup>1</sup>	\$197.00 <sup>1</sup>
DF2 <sup>1</sup>	Trailer tow mirrors <i>Manual trailer tow mirrors. -or- (DPN - Mirrors, outside heated power-adjustable vertical camper upper glass, manual-folding and extending, black. Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of Auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp \$349.)</i> <sup>1</sup>	\$69.00 <sup>1</sup>
WGG <sup>1</sup>	Wrap-around grille guard <i>add \$300 for Winch Mount Plate</i> <sup>1</sup>	\$995.00 <sup>1</sup>
ATB <sup>1</sup>	Heavy duty aluminum tool box <i>Dealer Provided HD Aluminum Diamond Plate Tool Box 14" Depth. (18" Depth \$469) AND (ADD \$50 to 14" or 18" for low profile tool box.)</i> <sup>1</sup>	\$429.00 <sup>1</sup>
VZX <sup>1</sup>	Bedliner <i>Factory Ordered Dlr Installed Plasic Insert Bedliner (Dealer Provided GM Bedliner \$325)</i> <sup>1</sup>	\$394.00 <sup>1</sup>
CGN <sup>1</sup>	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) <i>Factory ordered only thin spray liner. -or- (SOB - HD dealer installed spray on Bedliner \$579)</i> <sup>1</sup>	\$474.00 <sup>1</sup>
NZZ <sup>1</sup>	Skid plates	\$149.00 <sup>1</sup>
NQF <sup>1</sup>	Shift on the fly <i>Transfer case, electronic shift with rotary dial controls</i> <sup>1</sup>	\$199.00 <sup>1</sup>
QXT <sup>1</sup>	All terrain tread tires <i>LT265/70R17E ALL TERRAIN BW TIRES</i> <sup>1</sup>	\$199.00 <sup>1</sup>
N2 HD <sup>1</sup>	Nitrogen filled tires including spare tire	\$209.00 <sup>1</sup>
LEER DCC <sup>1</sup>	Steel truck cap <i>Leer Deluxe Aluminum Commercial Topper (WHITE), 23" High, Front Picture Window, Full Length Side Doors with Driver and Passenger Side Tool Boxes including 1 Vertical and 1 Horizontal Divider, Rear lift Up Door with Picture Window, Ladder Rack, 20" 12v LED Interior Light Bar, LED Brake Light (Upgrade to Fiberglass 100RCC Commercial Topper Painted to Match \$387) (Upgrade to Double Swing Barn Doors w/ vertical glass on Rear in lieu of std lift up door \$379 **aluminum tops only**)</i> <sup>1</sup>	\$3,279.00 <sup>1</sup>
	Tow hooks	Std
LG13 <sup>1</sup>	1,200 lb. lift gate <i>Tommy Gate G2-1300 LB.</i> <sup>1</sup>	\$3,244.00 <sup>1</sup>
8KW <sup>1</sup>	8,000 lb. winch with remote <i>Requires Wrap around grill w/winch plate</i> <sup>1</sup>	\$1,195.00 <sup>1</sup>
Z82 D2B <sup>1</sup>	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. <i>Factory reciever, 7-wire harness, draw bar, 2-5/16" ball, pin, and clip. -or- (CLVWC - Replaces Factory, provides HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 &amp; 5/16" Ball, pin &amp; Clip (Applicable with all body options) \$670.)</i> <sup>369</sup> <sup>1</sup>	\$369.00 <sup>1</sup>

<b>VEHICLE:</b>	Sierra 2500 HD (TK25903)			
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<b>BASE PRICE:</b>	\$25,856.00	\$25,656.00	\$25,456.00	\$25,606.00

USOB <sup>1</sup>	Spray-on bedliner for utility body <i>HD spray on bed liner for cargo area of utility body only, ADD \$279 for box tops.</i> <sup>1</sup>	\$747.00 <sup>1</sup>
K696J <sup>1</sup>	Knapheide, Reading or approved equivalent utility body - specify <i>Knapheide SRW Painted Utility Body, (includes box and bumper credit) Body Upgrades-- Add \$787 for Flip Top Lids, \$298 for T-Handles, \$588 for Compartment Lights, \$394 for Master Locking System, \$159 for pair of Knaplock padlocks keyed to factory ignition key. ** Includes complete vehicle certification from final stage manufacturer **</i> <sup>1</sup>	\$5,669.00 <sup>1</sup>
U98A SW <sup>1</sup>	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Reading Classic II painted White (includes box and bumper credit) Body Upgrades -- Add \$1,087 for Flip Top Option, \$674 Lighted Compartment, \$504 for Master Locking System, \$969 Latch Matic Remote Locking Sys, (SUBTRACT \$101 for LOW PRO body) ** Includes complete vehicle certification from final stage manufacturer **</i> <sup>1</sup>	\$5,615.00 <sup>1</sup>
U98ASW SL <sup>1</sup>	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Reading Standard Line Factory Powder Coated White (includes box and bumper credit) Body Upgrades -- Add \$987 for Flip Top Option, \$674 Lighted Compartment, \$828 for Master Locking System, and \$1131 Latch Matic Remote Locking Sys. ** Includes complete vehicle certification from final stage manufacturer **</i> <sup>1</sup>	\$5,951.00 <sup>1</sup>
DA98 <sup>1</sup>	Powder coating for utility body <i>Reading Classic II dealer advantage factory Pwdr Coated White -- Add \$897 for Flip Top Lids, \$674 for lighted compartments, \$828 Master Locking System -or- (DA98 Aluminum - Classis II dealer advantage ALUMINUM utility body ***45% weight savings*** \$7286 -- ADD \$1352 for Flip Top Lids, \$674 for lighted compartments, \$1131 for Latchmatic remote locking system.** Includes complete vehicle certification from final stage manufacturer **</i> <sup>1</sup>	\$6,685.00 <sup>1</sup>
FTC <sup>1</sup>	Fiberglass tonneau cover (painted to match) <i>(Add \$1338 for Bed Slider with Rubber Mat and 4" Sides) -or- ( Roll~N~Lock cover ADD \$297 in lieu of fiberglass tonneau)</i> <sup>1</sup>	\$1,495.00 <sup>1</sup>
FCH <sup>1</sup>	Fiberglass cab high toppler with front, side and rear windows (painted to match) <i>Add \$375 for side access windows in lieu of fixed</i> <sup>1</sup>	\$1,695.00 <sup>1</sup>
	Daytime running lights	Std
	Immobilize daytime running lights	NA
HAR <sup>1</sup>	Cab shield headache rack (protects back of cab)	\$497.00 <sup>1</sup>
PRT <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for pickup bed) <i>(1200ATR - Weather Guard aluminum meterial rack with cross members \$1479 **does not include expanded metal basket over cab**)</i> <sup>1</sup>	\$1,790.00 <sup>1</sup>
PRU <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for utility body)	\$1,790.00 <sup>1</sup>
SSMLR <sup>1</sup>	Single ladder rack side mounted (specify street or curbside) <i>Single Side Mtd Ladder Rack</i> <sup>1</sup>	\$738.00 <sup>1</sup>
VK3 <sup>1</sup>	Front license bracket <i>Factory ordered only (Dealer provided \$59)</i> <sup>1</sup>	NC <sup>1</sup>
8S3 <sup>1</sup>	Backup alarm, factory installed <i>97 db Back Up Alarm (Factory Installed ships unplugged)</i> <sup>1</sup>	\$137.00 <sup>1</sup>
BUA <sup>1</sup>	Backup alarm, dealer installed <i>Dealer provided 90 db back up alarm</i> <sup>1</sup>	\$179.00 <sup>1</sup>
UVC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed <i>(requires factory tailgate)</i> <sup>1</sup>	\$199.00 <sup>1</sup>

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BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$679.00 <sup>1</sup>
FUEL TOOL <sup>1</sup>	Optional equipment - specify <i>Fuel &amp; Tool Box Combo includes: L Shape Fuel Tank, Tool Box, Electric transfer pump, Hose, Nozzle, and flow meter - (ADD SAFE-T - Fire Extinguisher, First Aid Kit, Road Triangles \$299) <sup>1</sup></i>	\$1,887.00 <sup>1</sup>
RSL <sup>1</sup>	Optional equipment - specify <i>Roadside lighting package Includes: Four corner hide away LED kit, 8 LED traffic advisor mounted in rear window glass, (AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. -or- (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor. - ADD - (GL - Go Light with Dash Mounted Remote for \$628) - ADD - ( 806-1210-UB - 1000 watt pure sine wave inverter installed in curbside FRONT compartment of utility body. \$798)<sup>1</sup></i>	\$1,729.00 <sup>1</sup>
JOTTO <sup>1</sup>	Optional equipment - specify <i>Jotto Computer Mount Stand ( 806-1206 - 600w pure sine wave inverter installed in between driver/passenger front seats \$429.) <sup>1</sup></i>	\$485.00 <sup>1</sup>
3200 C <sup>1</sup>	Optional equipment - specify <i>Stellar EC 3200 11,500 ft-lb E/H crane (Requires Knapheide Std Utility Body, includes crane reinforcements, Spring Build up, Manual Outriggers &amp; Boom Rest. <sup>1</sup></i>	\$15,099.00 <sup>1</sup>
3BLS <sup>1</sup>	Optional equipment - specify <i>3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) <sup>1</sup></i>	\$229.00 <sup>1</sup>
LABOR <sup>1</sup>	Labor rate per hour <i>(Labor Rates Based on Single Vehicle Build) <sup>1</sup></i>	\$105.00 <sup>1</sup>
TEMP <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)	\$45.25 <sup>1</sup>
TRANS <sup>1</sup>	Transfer existing registration (must provide tag number) <i>Includes temp tag &amp; two way overnight shipping for signature. <sup>1</sup></i>	\$168.85 <sup>1</sup>
TAG <sup>1</sup>	Temporary tag <i>Includes temp tag &amp; two way overnight shipping for signature. <sup>1</sup></i>	\$220.95 <sup>1</sup>
D-R9Y <sup>1</sup>	Maintenance Plan - specify <i>24mo / 24k mile scheduled maintenance program to include oil / filter change, 4-wheel tire rotation, and conduct a 27-point vehicle inspection. The plan covers up to (4) service visits within the 24 month period. (ADD \$41 WHEN ORDERING WITH DIESEL ENGINE) <sup>1</sup></i>	\$89.00 <sup>1</sup>
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
MG4100 <sup>1</sup>	Warranty - specify <i>Major Guard 4yr 100k mile extended warranty \$0 deductible (ADD \$1775 FOR EMERGENCY USE SURCHARGE). <sup>1</sup></i>	\$1,955.00 <sup>1</sup>
MG575 <sup>1</sup>	Warranty - specify <i>Major Guard 5yr 75k mile extended warranty \$0 deductible (ADD \$1775 FOR EMERGENCY USE SURCHARGE). <sup>1</sup></i>	\$1,755.00 <sup>1</sup>
MG6100 <sup>1</sup>	Warranty - specify <i>Major Guard 6yr 100k mile extended warranty \$0 deductible (ADD \$1775 FOR EMERGENCY USE SURCHARGE). <sup>1</sup></i>	\$2,525.00 <sup>1</sup>
	Diesel Warranty - specify	NA
	Diesel Warranty - specify	NA
	Diesel Warranty - specify	NA



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** City Commission

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**EXECUTIVE BRIEF**

**TITLE:**

Ratify a member to the Historic Resources Preservation Board

**SUMMARY:**

This item is to ratify the appointments of Madeleine Burnside to the Historic Resources Preservation Board.

**BACKGROUND AND JUSTIFICATION:**

On February 5, 2013, the Commission adopted an ordinance amending the board member appointment process to allow for the selection of board members by individual elected officials. In accordance with the ordinance, the board appointments would be effective upon ratification by the Commission as a whole.

On November 4, 2014, the Commission adopted an ordinance to provide for an elected official to waive his or her right to make an appointment after 30 days of being notified of the vacancy. It also provides for the next elected official responsible for an appointment to make it.

The following appointment is requested to be ratified:

**Historic Resources Preservation Board:**

Mayor's appointment of Madeleine Burnside to fill an unexpired term ending on July 31, 2017.

**MOTION:**

I move to ratify the Mayor's appointment of Madeleine Burnside to the Historic Resources Preservation Board to fill an unexpired term ending on July 31, 2017.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Board Membership Applications  
Board Logs



APPLICANT'S NAME: MADELEINE BURNSIDE  
(Print name)

X  
✓  
PT

**VOLUNTEER ADVISORY BOARD APPLICATION**

*THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE ENTERED ON PAGE 5.*

Thank you for your interest in serving the City of Lake Worth. The City Commission recognizes that volunteering is important, and your contribution is what makes Lake Worth a great community. Completion of this application is necessary so that the members of the City Commission can thoroughly review each application as part of their consideration for your appointment.

If applying for more than one Board/Committee, please number in order of preference. If you have previously submitted an application, it will be removed from our files unless you mark the board(s) previously applied for on this application. Please choose no more than three Boards/Committees for which you wish to apply. When selecting, indicate your first, second, and third preference. **You may not serve on two of the following boards/committees at one time: Construction Board of Adjustments and Appeals, Community Redevelopment Agency, Historic Resources Preservation, or Planning & Zoning Boards.**

- Board of Trustees Employees' Retirement System \*
- Board of Trustees Police Retirement System \*
- Board of Trustees Firefighters' Pension Trust Fund \*
- Board of Trustees Firefighters' Pension Trust Fund – Division II \*
- City Recreation Advisory Board
- City Tree Board
- Community Redevelopment Agency \*
- Construction Board of Adjustments and Appeals \*\*
- Electric Utility Advisory Board
- Finance Advisory Board
- Historic Resources Preservation Board \*\*
- Library Board
- Planning & Zoning Board \* \*\*
- Sister City Board

\* Requires that appointee fill out an annual financial disclosure form to be filed with the Supervisor of Elections Office

\*\* Certain skill-set disciplines required

**ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW**

1. PERSONAL

Name: Mr./Mrs./Ms. (circle one) Mrs. MADELINE BURNSIDE

Residence: 518 S. L STREET (print)

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: \_\_\_\_\_

Mailing Address: (if different from residence)

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Business Phone: (\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Are you a citizen of the United States? YES

Are you a registered Palm Beach County voter? YES

Are you a registered Lake Worth voter? YES

How long have you been a resident of Lake Worth? FULL-TIME 1 YEAR, PART-TIME 4 YEARS

List all properties owned and/or business interests in Lake Worth?

1701 N. LAKESIDE DR, 518 S. L STREET, 208 N. E ST.

What is your occupation? RETIRED MUSEUM DIRECTOR

Employer? \_\_\_\_\_

Business Address: (CRA board only) \_\_\_\_\_

Are you currently serving on any City advisory Board? NO

If so, which board? \_\_\_\_\_

Have you ever served on a City of Lake Worth board? NO

If so, when and which board(s)? \_\_\_\_\_

Do you serve on any boards in Florida, or are you an elected or appointed state, county, or municipal office holder, or Palm Beach County employee? NO

If yes, please name the board, position, etc. \_\_\_\_\_

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**2. EDUCATION**

High School: QUEENS GATE Date of Graduation: 1967

College: UNIVERSITY OF CALIFORNIA Degree: Ph.D. Date of Graduation: 1976

Resume attached? yes \_\_\_\_\_ no \_\_\_\_\_

**3. WORK EXPERIENCE**

SEE ATTACHED

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**4. INTEREST/ACTIVITIES**

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**5. COMMUNITY INVOLVEMENT**

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6. Why do you desire to serve on this board (first preference)

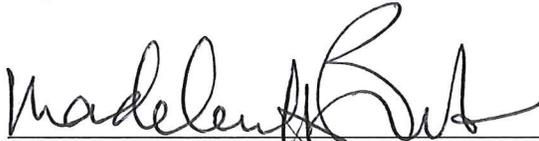
I AM A HISTORIAN AND VERY INTERESTED  
IN HISTORIC PRESERVATION, PARTICULARLY  
IN THE CITY IN WHICH I LIVE - LAKE  
WORTH

6. Why do you desire to serve on this board (second preference)

6. Why do you desire to serve on this board (third preference)

I understand the responsibilities associated with being a board/committee member, and I have adequate time to serve if appointed.

*I have read Ordinance No. 2010-29 and Article XIII (Palm Beach County) Code of Ethics attached hereto, and understand the policy on the City of Lake Worth's Code of Ethics. Within 30 days after appointment, I understand that I am required to participate in Ethics Training and submit an Acknowledgement of Receipt form to the City Clerk's Office in order to continue to serve on my appointed board.*

  
Signature

PLEASE INITIAL mtB  
10 FEB 2016  
Date

**THIS APPLICATION IS VALID FOR ONLY ONE (1) YEAR FROM THE DATE SIGNED ABOVE.**

NOTE: Information regarding the duties and responsibilities of any board/committee can be found by visiting our website at [www.lakeworth.org](http://www.lakeworth.org) then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact the Volunteer Coordinator at [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) or by calling 561-586-1730.

EMAIL APPLICATION TO: [sdonaldson@lakeworth.org](mailto:sdonaldson@lakeworth.org) (preferred method)

or

FAX APPLICATION TO: Volunteer Coordinator (561) 586-1750

or

RETURN APPLICATION TO: Volunteer Coordinator  
Lake Worth City Hall  
7 North Dixie Highway  
Lake Worth, FL 33460

**SUNSHINE LAW:** The primary purpose of government in the Sunshine Law is to assure public access to the decision making processes of public boards and committees. The Sunshine Law extends to discussions and deliberations as well as to formal actions taken by boards and committees.

**Florida** *the Sunshine State*  
**DRIVER LICENSE CLASS**

MADELEINE HILDING  
BURNSIDE  
1701 N LAKESIDE DR  
LAKE WORTH, FL 33460-0000

DOB: [REDACTED] SEX: [REDACTED]  
ISSUED: 08-14-2012 HGT: [REDACTED]  
EXPIRES: 10-6-2020

*Madeline Hilding*  
ENDORSE

Operation of a motor vehicle constitutes consent to any sobriety test required by law.

**Madeleine H. Burnside Ph.D.**  
**518 S. L. Street □ Lake Worth □ FL 33460**  
**502-409-1601**

Professional Experience

**2009 – present. Associate professor, University of Huddersfield, England.**

**2007 – present. Executive Director, Frazier International History Museum**  
A museum dedicated originally to the history of arms and armor that recently changed its focus to the broad scope of international history.

**1991 – 2007 Executive Director, Mel Fisher Maritime Heritage Society**  
An accredited museum and research center dedicated to exhibition, archaeology, preservation and research of maritime history in the Americas.

**1981 - 1991 Director, Islip Art Museum**  
A township-funded museum of contemporary art on Long Island, NY, known for its cutting-edge exhibitions, on- and off-site installations, and performances.  
Founded and developed permanent collection

Selected Publications – Historical and Critical Non-fiction

- 2015 *No Idea But in Things*,  
Catalog Essay, **Kentucky by Design**, University of Kentucky Press
- 2002 *The Wreck of the Henrietta Marie*  
Catalog essay to accompany the exhibition, **Captive Passage**, Mariner's Museum,  
Newport News
- 2002 *All American Girl – Leslie Van Houten*  
Solares Hill, (article)
- 2000 *Marooned: Africans in the Americas, 1500-1750*  
Kislak Foundation, electronic publication to accompany exhibition, **Myths and Dreams**
- 1997 **Spirits of the Passage: the Wreck of the *Henrietta Marie***, Simon & Schuster,  
New York (book).
- 1996 **In the Making: The First Ten Years of the Permanent Collection of the Islip Art Museum**, Islip Art Museum, NY (catalog)

## Education

- 1976** Ph.D. University of California at Santa Cruz,  
History of Consciousness – History of Art and Science, 1500-1700
- 1975 - 1976** Post-doctoral fellowship in Museum Studies,  
The Whitney Museum of American Art
- 1970** B.A. University of Warwick, England

## Historic Preservation and Management of Historic Districts

- 2008-2010** Main Street Association, Board Member, Louisville, KY. Committee liaised with the City of Louisville on the preservation or creative re-use of historic buildings and areas, such as Whiskey Row and the tobacco warehouses.
- 2000-2007** Key West African Memorial Committee, Board Member. This committee located and managed the archeological survey of the Key West African Burial Ground, placed a State of Florida Historic Marker, raised funds, held a design competition and built the African Memorial monument.
- 1999-2007** Key West Bight Marina, FL, (Historic Preservation Management) Board member. This board managed the preservation of historic buildings and the integration of new buildings into Key West's historic marina.

## Community Engagement

- 2012-2013** Arts & Cultural Council, Board President, Louisville, KY
- 2008-2012** Arts & Cultural Council, Board Member, Louisville, KY
- 2003-2006** Florida Association of Museum, Vice-President
- 1995-2003** Florida Association of Museums, Board member

## Other

Successful grants written and implemented for historic preservation and interpretation projects to Florida State Division of Historical Resources, Special Category (Historic Preservation), Florida Humanities Council, National Endowment for the Humanities, Institute of Museum and Library Services,

**HISTORIC RESOURCES PRESERVATION BOARD**  
THREE-YEAR TERMS

<b>MEMBERS</b>	<b>APPOINTED</b>		<b>ETHICS TRAINING</b>	<b>EXPIRES</b>
Herman Robinson ( <b>Chair</b> ) 114 Ocean Breeze (Related Field) <a href="mailto:Hcrfla99@yahoo.com">Hcrfla99@yahoo.com</a> <b>(Mayor's Appointment)</b>	06/30/10	H: 561-586-4913 W: 561-352-4252 C: 561-352-4252	YES	7/31/2018
Erin Fitzhugh Sita 807 North O Street (Related Field) <a href="mailto:Erinf27@hotmail.com">Erinf27@hotmail.com</a> <b>(Commissioner District 3 Appointee)</b>	10/06/15	C: 561-596-4378	YES	7/31/2017
Darrin Engel ( <b>Vice-Chair</b> ) 313 South Lakeside Drive (Professional/Architecture) <b>(Commissioner District 4 Appointee)</b>	07/01/14	C: 414-403-2608	YES	7/31/2017
Judith Just 306 N. Lakeside Dr. <a href="mailto:Judithjust01@hotmail.com">Judithjust01@hotmail.com</a> (Law) <b>(Vice Mayor's District 1 Appointee)</b>	07/23/12	H: 561-202-8081 W: 561-547-0549 C: 561-379-5372	YES	7/31/2016
Thomas Norris 302 North K Street <a href="mailto:norrist@bellsouth.net">norrist@bellsouth.net</a> (Architecture) <b>(Commissioner District 2 Appointee)</b>	12/02/14	C: 561-329-1798	YES	7/31/2016
<b>VACANT</b> <b>(Mayor's Appointee)</b>		C:	NA	7/31/2017
Jimmy Zoellner 731 North "K" St. <a href="mailto:jimmyzoellner@hotmail.com">jimmyzoellner@hotmail.com</a> (Citizen at large) <b>(Vice Mayor's District 1 Appointee)</b>	07/23/12	C: 585 748-2308	YES	7/31/2017

**Meetings:** Second Wednesday at 6:00 PM

The Board's function is to consider historic preservation issues.

Board shall consist of five resident members plus two alternates appointed by the City Commission. Four members constitute a quorum. Initial appointments: one member to serve three years; two members to serve one year; two members for a term of two years; thereafter, all regular terms three years and alternate terms one year.

Ord. 2013-34 - Section 23.2, effective August 16, 2013 deletes alternate members and increases membership to seven (7) board members and amends absentee policy to three (3) consecutive regularly scheduled meetings or at twenty five percent (25%) of the public meetings of the Board held within any 12-month period, the City clerk shall declare the member's office vacant and the City Commission shall promptly fill such vacancy.

Ord. No. 2012-17, effective 04/27/12, changed qualifications to include disciplines of architecture, architectural history, planning, archaeology, or related fields. At least (2) members shall be experienced in the areas of real estate sales, land development, banking or law. One (1) alternate shall be from a professional discipline, and one (1) alternate member shall be a citizen at large.

Ord. No. 2010-16, HRPB was created.

**Secretary:** TBD



**AGENDA DATE:** March 22, 2016 – Regular Meeting

**DEPARTMENT:** City Commission

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**EXECUTIVE BRIEF**

**TITLE:** Appoint a member to the Police and Employee Retirement Pension Boards

**SUMMARY:** This item is to appoint Finance Director Marie Elianor to the Police and Employee Retirement Pension Boards as the senior management staff board member.

**BACKGROUND AND JUSTIFICATION:** On December 1, 2010, the City Commission adopted Ordinance No. 2010-20 which amended the Police Retirement Pension Board and Employee Retirement Pension Board composition to replace the Finance Director as a member to a senior management staff appointed by the City Commission. This member has no term expiration and continues to serve at the pleasure of the City Commission.

**MOTION:** I move to appoint Marie Elianor to the Police Retirement Pension Board and to the Employee Retirement Pension Board as the senior management staff board member.

**ATTACHMENT(S):** Fiscal Impact Analysis – not applicable



**AGENDA DATE:** March 22, 2016

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

2" Watermain Replacement - Phase 1A Construction Agreement with Everglades Contracting, LLC

**SUMMARY:**

Award competitively bid construction contract for 2" Watermain Replacement – Phase 1A to Everglades Contracting, LLC, for \$382,944.34.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utility Department has planned the replacement of approximately 17 miles of 2 inch steel water lines that are corroded and failing within the city water distribution system. This project was included as a high priority in the five year capital improvement plan (CIP) in FY 2015 because of the risk associated with the heavily corroded piping. The Commission directed staff to fund the capital improvement through water system revenue financing. Estimated engineering, construction and financing costs for the six year project are \$16.9 million. Resolution No. 21-2015, relating to the State Revolving Fund (SRF) Loan Program; authorized the SRF Request for Inclusion; the loan application; the loan agreement; established pledged revenues; authorized the representative to execute the loan agreement and provided assurances.

The construction agreement for Phase 1A was competitively bid, IFB- 16-12, and the bid tabulation is attached. Mock Roos has recommended award to the low responsive bidder, Everglades Contracting, LLC.

The replacement of the 2" steel water lines in Phase 1A are located in the southeast portion of the city, District 4. Phase 2, which will replace piping in the northeast portion (District 3) is currently being designed. Replacement of the 2" steel lines will improve the quantity and quality of potable water to homes, reduce broken water lines, and reduce the amount of water flushing required to maintain water quality in the water distribution system.

**MOTION:**

I move to approve/disapprove award of the construction contract for 2" Watermain Replacement – Phase 1A to Everglades Contracting, LLC, for \$382,944.34

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 21-2015  
Bid Tabulation  
Recommendation of Award  
Bid Form

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$382,944	\$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	\$382,944	\$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:

Drinking Water State Revolving Fund Loan paid from water system revenue funds, Account 402- 7034-533.63-15.

Water & Sewer		Everglades Contracting				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Balance	Agenda Expense	Balance
402-7034-533-63-15	2" Watermain Capital	Wt 1506	3,196,000	2,856,310	(382,944)	2,473,366

C. Department Fiscal Review:

Larry Johnson  
 Clyde Johnson  
 Marie Elianor

NO. ITEM DESCRIPTION	Qty	Unit	Everglades Contracting		B&B Underground		Foster Marine Contractors		TV Diversified, LLC		Johnson-Davis, Inc.	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>SECTION A - PROJECT GENERAL CONDITIONS</b>												
A-1 Mobilization & General Conditions	1	LS		\$30,600.00		\$53,000.00		\$23,000.00		\$8,200.00		\$12,000.00
A-2 Bonds & Insurance Requirements	1	LS		4,800.00		15,000.00		11,000.00		13,680.00		8,000.00
A-3 Maintenance of Traffic	1	LS		18,000.00		4,000.00		12,500.00		4,600.00		6,000.00
A-4 Pre Construction Video	1	LS		3,500.00		400.00		750.00		4,235.00		3,000.00
A-4 Record Drawings	1	LS		11,056.00		1,000.00		6,000.00		4,375.00		16,000.00
A-5 General Allowance	1	LS		25,000.00		25,000.00		25,000.00		25,000.00		25,000.00
<b>SECTION A SUBTOTAL</b>				\$92,956.00		\$98,400.00		\$78,250.00		\$60,090.00		\$70,000.00
<b>SECTION B - WATERMAIN &amp; APPURTENANCES</b>												
B-1 2" PVC Watermain	110	LF	\$36.76	\$4,043.60	\$27.50	\$3,025.00	\$30.00	\$3,300.00	\$34.35	\$3,778.50	\$25.00	\$2,750.00
B-2 4" PVC Watermain	2,000	LF	18.02	36,040.00	15.50	31,000.00	36.50	73,000.00	26.45	52,900.00	15.00	30,000.00
B-2 4" DIP Watermain	200	LF	54.05	10,810.00	56.00	11,200.00	75.00	15,000.00	61.20	12,240.00	100.00	20,000.00
B-3 4" Gate Valve	2	EA	1,124.34	2,248.68	1,050.00	2,100.00	1,300.00	2,600.00	985.00	1,970.00	1,500.00	3,000.00
B-4 Connect to Existing 4" Watermain	1	EA	1,257.83	1,257.83	400.00	400.00	500.00	500.00	645.00	645.00	1,600.00	1,600.00
B-5 Connect to Existing 6" Watermain	1	EA	1,166.67	1,166.67	450.00	450.00	600.00	600.00	805.00	805.00	750.00	750.00
B-6 Connect to Existing 8" Watermain	1	EA	1,818.87	1,818.87	500.00	500.00	700.00	700.00	970.00	970.00	2,000.00	2,000.00
B-7 6" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	1	EA	4,013.14	4,013.14	3,500.00	3,500.00	3,600.00	3,600.00	2,945.00	2,945.00	5,500.00	5,500.00
B-8 8" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	2	EA	4,172.14	8,344.28	4,000.00	8,000.00	3,800.00	7,600.00	3,265.00	6,530.00	6,500.00	13,000.00
B-9 12" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	2	EA	5,147.34	10,294.68	6,000.00	12,000.00	5,200.00	10,400.00	4,580.00	9,160.00	7,500.00	15,000.00
B-10 2" PVC Temporary Jumper w/Wtr Service Conn.	2,200	LF	8.34	18,348.00	13.50	29,700.00	10.00	22,000.00	15.00	33,000.00	5.00	11,000.00
B-11 Abandon 2" Watermain	1	LS	3,600.00	3,600.00	2,100.00	2,100.00	2,000.00	2,000.00	2,520.00	2,520.00	5,000.00	5,000.00
B-12 Flushing Hydrant Assembly	1	EA	5,322.20	5,322.20	4,500.00	4,500.00	6,000.00	6,000.00	3,260.00	3,260.00	6,000.00	6,000.00
B-13 Sanitary Sewer Lateral Replacement	40	EA	506.40	20,256.00	400.00	16,000.00	350.00	14,000.00	580.00	23,200.00	350.00	14,000.00

NO. ITEM DESCRIPTION	Qty	Unit	Everglades Contracting		B&B Underground		Foster Marine Contractors		TV Diversified, LLC		Johnson-Davis, Inc.	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
B-14 Disinfection and Sample Points	8	EA	410.85	3,286.80	400.00	3,200.00	500.00	4,000.00	680.00	5,440.00	800.00	6,400.00
B-15 Concrete Walk	170	SY	46.21	7,855.70	40.00	6,800.00	80.00	13,600.00	85.00	14,450.00	65.00	11,050.00
B-16 Directional Drill Water Service	3	EA	2,666.67	8,000.01	300.00	900.00	1,100.00	3,300.00	2,720.00	8,160.00	1,500.00	4,500.00
B-17 1" Water Service	22	EA	571.80	12,579.60	800.00	17,600.00	925.00	20,350.00	650.00	14,300.00	900.00	19,800.00
B-18 1.5" Water Service	10	EA	984.73	9,847.30	1,300.00	13,000.00	1,250.00	12,500.00	1,380.00	13,800.00	1,400.00	14,000.00
B-19 2" Water Service	5	EA	1,459.92	7,299.60	3,500.00	17,500.00	2,000.00	10,000.00	1,720.00	8,600.00	1,700.00	8,500.00
B-20 1" Water Service with New Meter Box	22	EA	700.79	15,417.38	950.00	20,900.00	1,200.00	26,400.00	895.00	19,690.00	1,100.00	24,200.00
B-21 6" Base Rock Over Alley Trench	1,500	SY	6.79	10,185.00	8.00	12,000.00	11.00	16,500.00	13.45	20,175.00	22.00	33,000.00
B-22 2" Base Rock Over Remainder of Alley	300	SY	4.14	1,242.00	12.00	3,600.00	7.00	2,100.00	16.70	5,010.00	12.00	3,600.00
B-23 Asphalt Trench Restoration Including Base	400	SY	44.59	17,836.00	50.00	20,000.00	40.00	16,000.00	48.75	19,500.00	50.00	20,000.00
B-24 Type 'F' Curb	20	LF	59.47	1,189.40	25.00	500.00	35.00	700.00	91.20	1,824.00	49.00	980.00
B-25 Restoration - Landscaping, Fence, Etc.	1	LS		13,430.00		15,000.00		9,750.00		12,500.00		30,000.00
B-26 Miscellaneous	1	LS		4,200.00		1,000.00		10.00		5,000.00		26,000.00
<b>SECTION B SUBTOTAL</b>				\$239,932.74		\$256,475.00		\$296,510.00		\$302,372.50		\$331,630.00
<b>SECTION A + B SUBTOTAL</b>				\$332,888.74		\$354,875.00		\$374,760.00		\$362,462.50		\$401,630.00
<b>SECTION C - ALTERNATE BID ITEMS</b>												
C-1 Furnish Utility Crew and Equipment	40	HRS	\$388.89	\$15,555.60	\$300.00	\$12,000.00	\$300.00	\$12,000.00	\$456.00	\$18,240.00	\$400.00	\$16,000.00
C-2 Furnish Additional Ductile Iron Fittings	1,000	LB	12.50	\$12,500.00	\$5.00	\$5,000.00	\$5.00	\$5,000.00	\$5.75	\$5,750.00	\$4.50	\$4,500.00
C-3 1" Mill and Asphalt Overlay	2,000	SY	11.00	\$22,000.00	\$17.25	\$34,500.00	\$14.00	\$28,000.00	\$23.00	\$46,000.00	\$30.00	\$60,000.00
<b>SECTION C SUBTOTAL</b>				\$50,055.60		\$51,500.00		\$45,000.00		\$69,990.00		\$80,500.00
<b>TOTAL SECTIONS A, B, AND C</b>				\$382,944.34		\$406,375.00		\$419,760.00		\$432,452.50		\$482,130.00



Ms. Julie Parham, P.E.  
February 18, 2016  
Page 2

In addition to the bid tabulation, enclosed is a copy of the Everglades Contracting, LLC. bid submittal. If you have any questions or comments regarding the recommendations or the project, please contact me at 683-3113, extension 258.

I would be happy to meet with you to discuss the bids and the project further.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



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

JRL:cbm  
Enclosure  
Copies:

Larry Johnson, P.E.  
Hirut Darge (w/encl.)  
Bobby Jenkins (w/encl.)

BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: Everglades Contracting LLC

PROJECT: 2" Watermain Replacement - Phase IA  
For City of Lake Worth, Florida  
IFB #16-102

DATE: February 4, 2016  
(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	<u>None</u>	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 00300-5 thru 00300-6):
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 180 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 210 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 bid bond
- (b) Unit Price Schedule on Page(s) 00300-5 and 00300-6.
- (c) Trench Safety Affidavit on Page(s) 00300-7.
- (d) Schedule of Subcontractors (Page(s) 00300-8)
- (e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-9)

(f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-10 and 00300-11.

(g) (List other documents as pertinent): Certification of Drug Free Workplace Program Page 00300-12.

(h) FDEP Supplementary Conditions (Construction) Page 00810 (23 pages). *Everglades Contracting LLC*

9. Communications concerning this Bid shall be telephoned or addressed to: *Dania Beach, FL 33312*

The phone number and address of BIDDER indicated below.

*954-594-7442*

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. *CVC1224605*

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 Everglades Contracting LLC (SEAL)  
Florida (Corporation Name)  
(State of Incorporation)

By John Michael Abbott  
(Name of Person Authorized to Sign)

Vice President  
(Title)  
[Signature]  
(Signature)

(Corporate Seal)

Attest Jessica Abbott  
(Secretary)

Jessica Abbott  
(Signature)

Business address: 4701 SW 39th way  
Ft Lauderdale, FL 33312

Phone No. : 954 203 3504

CITY OF LAKE WORTH  
2" WATERMAIN REPLACEMENT PHASE 1A  
UNIT PRICE SCHEDULE

NO.	ITEM DESCRIPTION	Qty	Unit	Unit Price	Amount
<b>SECTION A - PROJECT GENERAL CONDITIONS</b>					
A-1	Mobilization & General Conditions	1	LS		\$ 30,600.00
A-2	Bonds & Insurance Requirements	1	LS		\$ 4,800.00
A-3	Maintenance of Traffic	1	LS		\$ 18,000.00
A-4	Pre Construction Video	1	LS		\$ 3,500.00
A-4	Record Drawings	1	LS		\$ 11,056.00
A-5	General Allowance	1	LS		\$ 25,000.00
SECTION A SUBTOTAL					\$ 92,956.00
<b>SECTION B - WATERMAIN &amp; APPURTENANCES</b>					
B-1	2" PVC Watermain	110	LF	\$ 36.76	\$ 4,043.60
B-2	4" PVC Watermain	2,000	LF	\$ 18.02	\$ 36,040.00
B-2	4" DIP Watermain	200	LF	\$ 54.05	\$ 10,810.00
B-3	4" Gate Valve	2	EA	\$ 1,124.34	\$ 2,248.67
B-4	Connect to Existing 4" Watermain	1	EA	\$ 1,257.83	\$ 1,257.83
B-5	Connect to Existing 6" Watermain	1	EA	\$ 1,166.67	\$ 1,166.67
B-6	Connect to Existing 8" Watermain	1	EA	\$ 1,818.57	\$ 1,818.57
B-7	6" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	1	EA	\$ 4,013.14	\$ 4,013.14
B-8	8" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	2	EA	\$ 4,172.14	\$ 8,344.28
B-9	12" x 4" Tapping Sleeve, 4" Tapping Valve and connect to existing	2	EA	\$ 5,147.34	\$ 10,294.68
B-10	2" PVC Temporary Jumper with Water Service Connection	2,200	LF	\$ 8.34	\$ 18,348.00
B-11	Abandon 2" Watermain	1	LS	\$ 3,600.00	\$ 3,600.00
B-12	Flushing Hydrant Assembly	1	EA	\$ 5,322.20	\$ 5,322.20
B-13	Sanitary Sewer Lateral Replacement	40	EA	\$ 506.40	\$ 20,256.00
B-14	Disinfection and Sample Points	8	EA	\$ 410.85	\$ 3,286.80
B-15	Concrete Walk	170	SY	\$ 46.21	\$ 7,855.00
B-16	Directional Drill Water Service	3	EA	\$ 2,666.67	\$ 8,000.00
B-17	1" Water Service	22	EA	\$ 571.80	\$ 12,579.60
B-18	1.5" Water Service	10	EA	\$ 984.73	\$ 9,847.33
B-19	2" Water Service	5	EA	\$ 1,459.92	\$ 7,299.60
B-20	1" Water Service with New Meter Box	22	EA	\$ 700.79	\$ 15,417.47

CITY OF LAKE WORTH  
2" WATERMAIN REPLACEMENT PHASE 1A  
UNIT PRICE SCHEDULE

NO. ITEM DESCRIPTION	Qty	Unit	Unit Price	Amount
B-21 6" Base Rock Over Alley Trench	1,500	SY	\$ 6.79	\$ 10,189.94
B-22 2" Base Rock Over Remainder of Alley	300	SY	\$ 4.14	\$ 1,242.16
B-23 Asphalt Trench Restoration Including Base	400	SY	\$ 44.59	\$ 17,837.30
B-24 Type 'F' Curb	20	LF	\$ 59.47	\$ 1,189.45
B-25 Restoration - Landscaping, Fence, Etc.	1	LS	\$ 13,430.	\$ 13,430.
B-26 Miscellaneous	1	LS	4,200	\$ 4,200
SECTION B SUBTOTAL				\$ 239,938.28
SECTION A + B SUBTOTAL				\$ 332,894.28
SECTION C - ALTERNATE BID ITEMS				
C-1 Furnish Utility Crew and Equipment	40	HRS	\$ 388.89	\$ 15,555.56
C-2 Furnish Additional Ductile Iron Fittings	1,000	LB	\$ 12.50	\$ 12,500
C-3 1" Mill and Asphalt Overlay	2,000	SY	\$ 11.00	\$ 22,000
SECTION C SUBTOTAL				\$ 50,055.56
TOTAL SECTIONS A, B, AND C				\$ 382,949.84

ga



PROJECT NO: B4030.00

TRENCH SAFETY AFFIDAVIT

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

Everglades Contracting LLC (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
1	<u>slope 2310 LFC @ 1.25</u>	\$ 2887.5
		\$
		\$
		\$
		\$
		\$
	Total	\$ 2887.5

John Michael Abbott  
(Signature)

2/4/16  
(date)

STATE OF Florida

COUNTY OF Broward

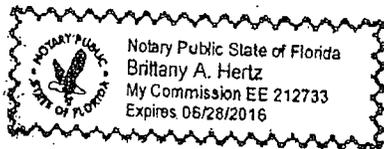
Subscribed and Sworn to (or affirmed) before me on Feb. 4, 2016 (date) by

John Michael Abbott (name). He/she is personally known to me or has

presented DLTFA130473502150 (type of identification) as identification.

Brittany Hertz  
Notary Public Signature and Seal

Brittany Hertz EE 212733  
Print Notary Name and Commission No.



SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

Compass Point Surveyors

Survey

E + N Construction

Paving

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
Mini Excavator	Bobcat	328
Excavator	Komatsu	308
Skidsteer	Cat	247 B
Loader	Komatsu	WA 200

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  
by John Michael Abbott [print name of the public entity]  
[print individual's name and title]  
for Everglades Contracting Inc  
[print name of entity submitting sworn statement]  
whose business address is 4701 SW 39th Way  
Ft Lauderdale, FL 33312  
and (if applicable) its Federal Employer Identification Number (FEIN) is 20-8186963  
(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.]

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.

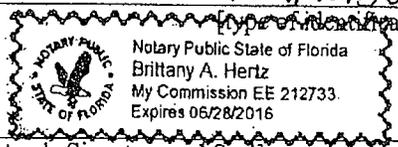
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

*John M. Abbott*  
[signature]  
2/4/16  
[date]

STATE OF Florida  
COUNTY OF Broward

Subscribed and Sworn to (or affirmed) before me on Feb. 4, 2016 by  
John Michael Abbott [name] He/she is personally known to me or has presented  
DL#A130473502150 as identification.



[Notary's Signature and Seal]  
*Brittany A. Hertz*

Brittany Hertz EE212733  
Print Notary Name and Commission No.

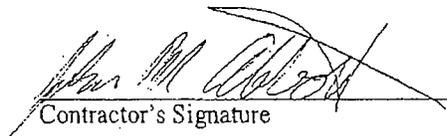
Form PUR 7068 (Rev. 04/10/91)  
M/R 03/06/92

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Everglades Contracting LLC 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

APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SUPPLEMENTARY CONDITIONS

CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION SUPPLEMENTARY CONDITIONS

This certification relates to a construction contract proposed by City of Lake Worth,  
(insert the name of the Owner)

which expects to finance the proposed construction contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective construction contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Supplementary Conditions and agree to incorporate the following articles into the bid and/or contract:

- ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
- ARTICLE 12 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)
- ARTICLE 13 IMMIGRATION REFORM AND CONTROL ACT OF (STATE OF FLORIDA EXECUTIVE ORDER 11-116)
- ARTICLE 14 ENVIRONMENTAL COMPLIANCE
- ARTICLE 15 FEDERAL LABOR STANDARDS PROVISION
- ARTICLE 16 AMERICAN IRON AND STEEL PROVISION

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors prior to the award of any lower-tier construction subcontracts with a price exceeding \$10,000. I also agree that I will retain such certifications in my files.

  
 (Signature of Authorized Official) 2/4/14  
(Date)

John Michael Abbott / owner  
(Name and Title of Authorized Official [Print or Type])

Everglades Contracting LLC  
(Name of Prospective Construction Contractor or Subcontractor [Print or Type])

4701 SW 39 Way, Dania Beach, FL 33312, 954-594-7442  
(Address and Telephone Number of Prospective Construction Contractor or Subcontractor [Print or Type])

20-8186963  
(Employer Identification Number of Prospective Construction Contractor or Subcontractor)



**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**EVERGLADES CONTRACTING, LLC**  
4701 SW 39th Way  
Fort Lauderdale, FL 33312

**SURETY:**

*(Name, legal status and principal place of business)*

**Ohio Casualty Insurance Company**  
9450 Seward Road  
Fairfield, OH 45014

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

**City of Lake Worth**  
7 North Dixie Highway  
Lake Worth, FL 33460

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

**BOND AMOUNT: FIVE PERCENT OF BID AMOUNT (5%)**

**PROJECT: 2" Watermain Replacement – Phase IA**

*(Name, location or address, and Project number, if any)*

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

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

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

Signed and sealed this 4th day of February, 2016

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

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

**EVERGLADES CONTRACTING, LLC**  
*(Principal)*

*(Seal)*

\_\_\_\_\_  
*(Title)*  
**Ohio Casualty Insurance Company**  
*(Surety)*

*(Seal)*

\_\_\_\_\_  
*(Title)* **Angelo G. Zervos, Attorney-in-Fact**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6530834

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Angelo G. Zervos, Donald W. Burden, Gus E. Zervos, Stephen M. Zervos, Veronda D. Gordon

all of the city of Southfield state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of April, 2014



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 16th day of April, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12: Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of February, 2016



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

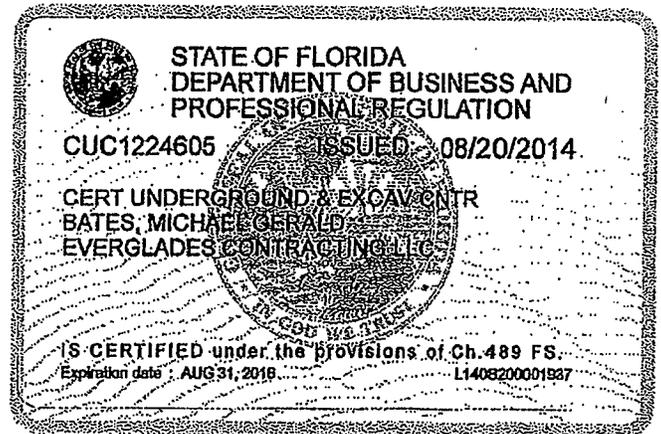
**(850) 487-1395**

**BATES, MICHAEL GERALD  
EVERGLADES CONTRACTING LLC  
7811 CHUBB ROAD  
NORTHVILLE MI 48168-9609**

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

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

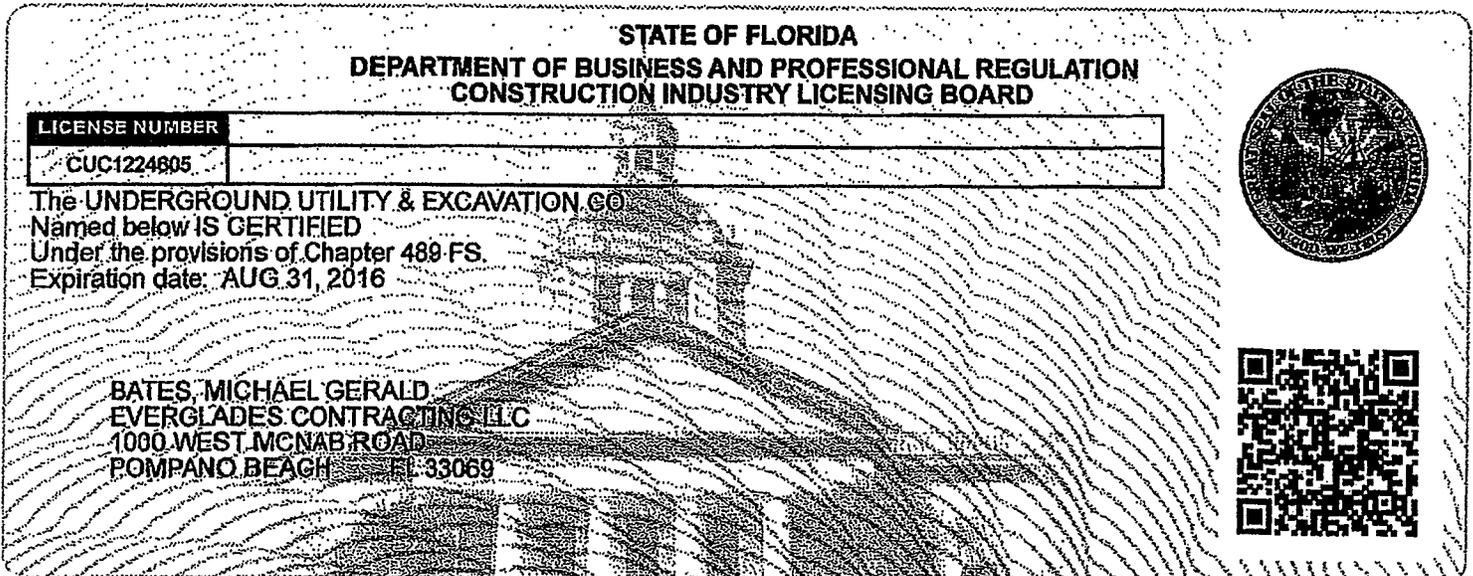
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



ISSUED: 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200001937



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

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

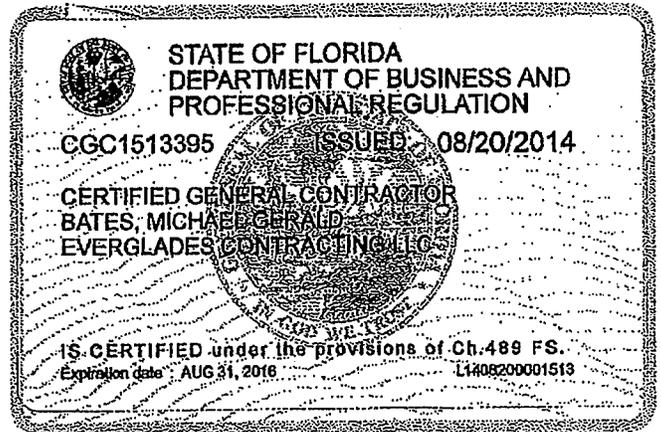
**(850) 487-1395**

**BATES, MICHAEL GERALD  
EVERGLADES CONTRACTING LLC  
7811 CHUBB ROAD  
NORTHVILLE MI 48168-9609**

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

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

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



**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

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

**LICENSE NUMBER  
CGC1513395**

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

**BATES, MICHAEL GERALD  
EVERGLADES CONTRACTING LLC  
1000 W MCNAB ROAD  
POMPANO BEACH FL 33060**



**ISSUED: 08/20/2014**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L1408200001513**

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 \_\_\_\_\_ Everglades Contracting LLC. (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:

Installation of watermains and appurtenances

**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 180 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 within 210 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 Three Hundred Eighty Two Thousand, Nine Hundred Forty Four  
(use words)

and 34/100 Dollars (\$382,944.34)  
(figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered A1 to C-3 as corrected.

**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 10<sup>th</sup> 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.

AGREEMENT

00500-2

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 10 pages.
- 8.7. Bid documents as listed in the table of contents of the Project Manual.
- 8.8. Specifications consisting of 63 pages.
- 8.9. Drawings not attached hereto but are listed in Section 00860 List of Drawings.
- 8.10. Addenda numbers N/A to NA, inclusive.
- 8.11. CONTRACTOR's Bid consisting of 12 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 extent 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:

GJJA FR  
Glen J. Torcivia, City Attorney

CONTRACTOR: [Signature]

By: Everglades Contracting LLC

Print Name: John M. Abbott

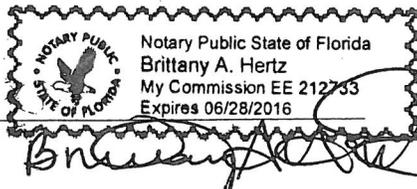
Title: owner / v.p.

[Corporate Seal]

STATE OF Florida )  
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 29 day of Feb, 2016 by John M. Abbott, as Owner of Everglades LLC, Inc., a Florida corporation, and who is personally known to me or who has produced the following DL# A130473502150 as identification.

Notary Public:



RESOLUTION NO. 21-2015 OF THE CITY OF LAKE WORTH, FLORIDA, RELATING TO THE STATE REVOLVING FUND (SRF) LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE SRF REQUEST FOR INCLUSION, AUTHORIZING THE LOAN APPLICATION; AUTHORIZING EXECUTION OF THE LOAN AGREEMENT; AUTHORIZING STAFF TO PROCEED WITH THE PROJECT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING LEGAL AUTHORITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 403, provides for the Florida Department of Environmental Protection (FDEP) to make loans to local government agencies to finance the construction of public water systems, including water distribution facilities, of which the planning and design have been reviewed by FDEP; and

WHEREAS, the Florida Administrative Code requires official authorization to apply for loans; to establish pledged revenues; to designate an authorized representative; to provide assurances of compliance with loan program requirements; and, to enter into a loan agreement; and

WHEREAS, the City of Lake Worth has approved a capital project for FY 2015-2019 to replace 2 inch steel water lines throughout the water distribution system within the City over a six year time period (the "Project"); and

WHEREAS, the City of Lake Worth intends to submit a SRF Loan Request for Inclusion; submit a loan application; and, enter into a loan agreement with the FDEP under the State Revolving Fund for financing the Project; and

WHEREAS, the City of Lake Worth has determined submitting a SRF Loan Request for Inclusion; submitting a loan application; and, entering into a loan agreement with FDEP under the State Revolving Fund for financing the Project serves a valid public purpose and is in the best interests of the health, safety and welfare of the City.

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

Section 1. The foregoing findings are incorporated herein by reference as true statements and made a part hereof.

Section 2. The City of Lake Worth is authorized to apply for financial assistance to finance the Project.

Section 3. The City of Lake Worth is authorized to submit a SRF loan Request for Inclusion; apply for a SRF loan to finance the Project; approve and execute a loan agreement with the FDEP; and, proceed with the Project.

Section 4. The revenues pledged for the repayment of the loan are *net water utility system revenues* after payment of debt service on the City's Bank of America Public Capital loan and two existing SRF Loans for the Reverse Osmosis Plant.

Section 5. The City Manager is designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 6. The Mayor is designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by the Mayor and FDEP. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 7. The legal authority for borrowing moneys to construct this Project is the Florida Constitution, Part II of Chapter 166, Florida Statutes and other applicable provisions of state and local law.

Section 8. All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 9. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

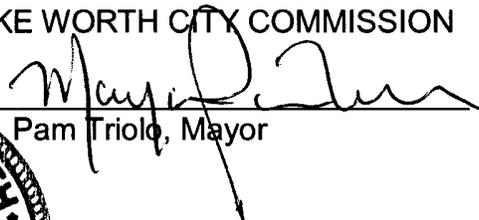
Section 10. This Resolution shall become effective immediately upon its passage and adoption.

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

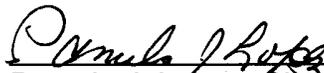
Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Ryan Maier	AYE

The Mayor thereupon declared this Resolution duly passed and adopted on this 5<sup>th</sup> day of May, 2015.

LAKE WORTH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

  
Pamela J. Lopez, City Clerk





**AGENDA DATE:** March 22, 2016

**DEPARTMENT:** Water Utilities

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**EXECUTIVE BRIEF**

**TITLE:**

2 " Watermain Replacement - Phase 1A - Construction Phase Engineering Services, Task Order No. 026

**SUMMARY:**

Approve Task Order No. 026 of the Continuing Engineering Services Agreement (RFQ 12-13-302) with Mock Roos & Associates, Inc., for 2" Watermain Replacement – Phase 1A Construction Phase Services for \$45,867.

**BACKGROUND AND JUSTIFICATION:**

The City Water Utility Department has planned the replacement of approximately 17 miles of 2 inch steel water lines that are corroded and failing within the city water distribution system. This project was included as a high priority in the five year capital improvement plan (CIP) in FY 2015 because of the risk associated with the heavily corroded piping. The Commission directed staff to fund the capital improvement through water system revenue financing. Estimated engineering, construction and financing costs for the six year project are \$16.9 million.

Task Order No. 026, provides for engineering services during the construction phase of the 2 "Watermain – Phase 1A construction project, including review of submittals, onsite inspections, review of pay requests and approval by the Engineer of Record.

The replacement of the 2" steel water lines in Phase 1A are located in the southeast portion of the city, District 4. Phase 2, which will replace piping in the northeast portion (District 3) is currently being designed. Replacement of the 2" steel lines will improve the quantity and quality of potable water to homes, reduce broken water lines, and reduce the amount of water flushing required to maintain water quality in the water distribution system.

**MOTION:**

I move to approve/disapprove Task Order No. 026 of the Continuing Engineering Services Agreement (RFQ-12-13-302) with Mock Roos & Associates, Inc., for 2" Watermain Replacement – Phase 1A Construction Phase Services for \$45,867.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order No. 26

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$45,867	\$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	\$45,867	\$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:

Drinking Water State Revolving Fund Loan paid from water system revenue funds, Account 402- 7034-533.63-15.

Water & Sewer		Mock Roos & Associates				
Account Number (s)	Account Description	Project #	FY 2016 Budget	Balance	Agenda Expense	Balance
402-7034-533-63-15	2" Watermain Capital Exp	Wt 1506	3,196,000	2,473,366	(45,867)	2,427,499

C. Department Fiscal Review:

Larry Johnson  
 Clyde Johnson  
 Marie Elianor

**MOCK • ROOS**  
ENGINEERS • SURVEYORS • PLANNERS

November 24, 2015

Ms. Monica Shaner, P.E.  
Lake Worth Utilities  
1900 2nd Avenue N.  
Lake Worth, FL 33461

Ref. No. B4030.01  
Subject: 2" Watermain Replacement – Phase 1A – Construction Phase Services  
Task Order No. 026

Dear Monica:

We are submitting the attached Proposal To Provide *Construction Phase Engineering Services for 2" Watermain Replacement – Phase 1A*. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$45,867.

If you have any questions please contact me at 683-3113, extension 258. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.



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

JRL:cbm  
Enclosure  
Copies: Bookkeeping

I:\mk\b4030.01\hr01jlc.doc

**Mock, Roos & Associates, Inc.**

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

**Proposal To Provide Construction Phase Services  
for 2" Watermain Replacement – Phase 1A  
Task Order No. 026**

**Services to be provided by:** Mock•Roos

**Services provided to (City):** Lake Worth Utilities

**Proposal Date:** November 24, 2015

**Proposal Terms**

**A. Project Description:**

The project includes the construction of replacement watermains for existing 2" watermains at four separate locations. Mock•Roos will provide construction phase services as more specifically described under **B. Scope of Services** below.

**B. Scope of Services:**

The construction phase services budget contained herein includes providing services that run concurrent with the initial construction contract time (six months). Services beyond this time, if needed, may be completed as Additional Services.

1. Provide Construction Phase Engineering Services for the Project, act as the City's engineering representative during construction, and advise the City on construction aspects of the project when necessary.
2. Coordinate, schedule and attend a preconstruction meeting with the Contractor and City, prepare a detailed agenda for the preconstruction meeting, and prepare and distribute meeting minutes.
3. Review and process Contractor submittals and shop drawings for general conformance with the Contract Documents. Review and processing of "or equal" or "substitution" packages, as may be requested by the Contractor or City, can be performed as Additional Services. These services when requested are usually reimbursed by the Contractor.
4. Provide part time Project Field Representative services in accordance with the description of duties contained in the Project Manual. Project Field Representative services are budgeted not to exceed 3 hours per day for the active construction period estimated to be approximately 4 months.

5. Provide periodic site visits by the Engineer to observe the progress of the Work.
6. Review and process Contractor submitted applications for progress payment. Recommendations to the City regarding payment will be based on estimated quantities and work to date amounts observed for the requested progress payment period.
7. Assist in resolving Contractor's technical questions, if any, during the construction period. Provide interpretations of the Drawings, Technical Specifications, and Contract Documents and issue clarifications as needed.
8. Assist in implementing City requested minor changes to the construction project, generally in the form of Work Directive Changes. These minor changes should not require re-design of project elements. Associated construction cost, if any, will be deducted from a general allowance balance on the Project. Preparing major Change Orders for City requested changes or additions may require Additional Services.
9. Attend periodic construction meetings with the Contractor and City to discuss the progress of the Work, review the Contractor's proposed construction schedules, and discuss other items as may be appropriate.
10. Perform one "Substantial Completion Walkthrough" with the Contractor and City.
11. Prepare and distribute a punch-list of remaining work items to be completed following the "Substantial Completion Walkthrough".
12. Prepare and assist the City in the execution of a Substantial Completion Certificate as appropriate.
13. Perform one "Final Project Walkthrough" with the Contractor and City once the punch-list is completed. Prepare a list, if necessary, of any punch-list items found to be inadequately addressed and advise the Contractor of the items that remain to be completed before the Project can be accepted by the City.
14. Review Contractor submitted record drawings for conformance with the requirements of the Contract Documents. Provide an electronic copy of the Contractor's record drawing files in AutoCAD "DWG" format and in PDF format.
15. Prepare and submit up to three partial completion statements and one final completion statement to the Health Department. Coordinate with the Health Department as necessary.
16. Prepare and assist the City in processing final paperwork for the Project including: a final change order to adjust any quantities or other items in the Project, if necessary; the Contractor's final payment application; and a recommendation for final payment and final acceptance of the Project when appropriate.

17. Provided assistance to the City related to the SRF loan and associated documentation. The budget for this task assumes that the City will maintain the project master file records in the Utility Administration offices. Mock•Roos will coordinate with City Staff as necessary regarding file requirements, assist the City with SRF Project close out and FDEP final records review meeting.

**C. Additional Services:**

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by Client will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from Client.

**D. Fees and Rates:**

1. Mock•Roos will complete these services on an hourly basis at Mock•Roos' hourly rates, plus reimbursable expenses.
2. The total fee to provide the Scope of Services is anticipated to be \$45,867.
3. Mock•Roos will not provide services in excess of the anticipated fee without signed authorization from City.
4. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus reimbursable expenses or for an agreed upon lump sum fee.

**E. Conditions:**

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 60 days of its date.
2. This Proposal is based on the Scope of Services being completed on or before December 31, 2016. If not completed by this date for reasons other than those within the control of Mock•Roos, Mock•Roos may request a change order as provided for in Mock•Roos' contract with the Client (City Contract RFQ 12-13-302).
3. This proposal serves as a supplement to the general agreement between Mock•Roos and Client Contract RFQ 12-13-302.
4. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

**F. Acceptance and Authorization to Proceed:**

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one **complete** copy of this form with an original signature below.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF LAKE WORTH, FLORIDA**

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk

\_\_\_\_\_  
Date

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Christy Goddeau  
City Attorney

**MOCK, ROOS & ASSOCIATES, INC.**

By: \_\_\_\_\_  
Thomas A. Biggs, P.E.  
Executive Vice President

11/24/15  
\_\_\_\_\_  
Date

STATE OF FLORIDA            )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 2015, by Thomas A. Biggs, P.E., Executive Vice President of Mock, Roos & Associates, Inc., a Florida corporation, on behalf of the corporation, and who is personally known to me or who as produced the following \_\_\_\_\_ as identification.



Notary Public:  
Jane E. Hayes  
Print Name: Jane E. Hayes  
My commission expires: 8/15/17

**2" Watermain Replacement - Phase 1A  
for  
City of Lake Worth**

**Estimate of Construction Phase Engineering Fees**

TASK	Project Manager	Project Engr.	Field Rep	CADD Tech	Admin. Assist.	TOTAL
<b>I. Pre-Construction Activities</b>						
Initial Project Coord.	2	2			1	579
Pre-construction Meeting & Minutes	2	4	2		1	969
Processing Shop Drawings	2	8			2	1,298
Coord. w/Contractor & Client	4	4				1,040
<i>Subtotal</i>	10	18	2	0	4	3,886
<b>II. Construction Activities</b>						
Construction Services Admin.	4	8			2	1,598
Field Observation & Supervision	4	8	240		4	22,116
Review Payment Applications	4	8			4	1,716
Resolve Field & Technical Quest.	4	8			2	1,598
Assistance with Minor Changes	2	8			4	1,416
Construction Progress Meetings	4	8				1,480
Substantial Completion Walk-Through & Follow-up Coord.	2	4	2		2	1,028
Final Completion Observation	2	4	2		1	969
Health Department Releases	3	6			2	1,228
SRF Coord., Interviews & Closeout	8	16			2	3,078
Coord. w/Contractor & Client	4	4				1,040
<i>Subtotal</i>	41	82	244	0	23	37,267
<b>III. Post-Construction Activities</b>						
Resolve Punch List Items	1	4	4		1	989
Process Final Paperwork	2	6			3	1,137
Record Drawing Review & Furnish Files	1	4		4	1	989
Coordination w/Contractor & Client	4	4			1	1,099
<i>Subtotal</i>	8	18	4	4	6	4,214
Total Hours	59	118	250	4	33	45,367
Hourly Rate	150	110	85	85	59	
Total By Category	8,850	12,980	21,250	340	1,947	
Total Hourly Cost						45,367
Reimbursable Expenses						500
<b>TOTAL BUDGET</b>						<b>\$45,867</b>



**AGENDA DATE:** March 22, 2016

**DEPARTMENT:** Public Services

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**EXECUTIVE BRIEF**

**TITLE:**

Resolution 16-2016 to Consider Abandonment of the right of way located at the Fun Depot property and to set a public hearing date.

**SUMMARY:** Pursuant to the request of the adjacent property owner, staff recommends consideration of the abandonment of a small portion of City owned right-of-way property and to set a public hearing for the abandonment.

**BACKGROUND AND JUSTIFICATION:** The Fun Depot property, located at 2003 10<sup>th</sup> Ave North, is undergoing future renovation work and additional amenities are being proposed. The south 25' x 143.24' of this property is being requested by the applicant for abandonment by the City.

The right of way was originally privately owned by the Fun Depot's predecessor and deeded to the City of Lake Worth in 1988 for the purposes of a future roadway. Since that time, the City has not performed any roadway work nor has the City utilized the right of way for any public purpose, and there are no future plans to develop the parcel which is landlocked.

The Public Services Dept., Community Sustainability Dept., Water Utilities Dept., and the Electric Utilities Dept. have all reviewed the request and have no issue with said abandonment. There are no conflicts or utilities that will be affected by way of the abandonment.

**MOTION:** I move to approve/disapprove the Resolution to Consider the Abandonment of the right of way and set a public hearing for the Resolution for Abandonment.

**ATTACHMENT(S):**

Fiscal Impact Analysis – None

Letter from Applicant

Proposed Site Plan

Resolution

Right of Way Abandonment application



ANDREW HELGESEN, P.A.

ATTORNEY AT LAW

*A Professional Association*

11380 Prosperity Farms Road, Suite 201

Palm Beach Gardens, FL 33410

Voice 561/622-7755

Fax 561/622-8422

ahelgesen@helgesenlawfirm.com

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November 24, 2015

*Via email only to Christy@torcivialaw.com*

Christy Goddeau, Esq.

Torcivia, Donlon, Goddeau, and Ansay, P. A.

701 Northpoint Parkway, Suite 201

West Palm Beach, FL 33407

Re: Three Palms Investments, LLC (formerly Carefree Park Corporation); 2001 and  
2003 10th Ave N, Lake Worth, FL 33461

Dear Christy:

This is a follow-up to our phone conversation earlier this afternoon. As indicated, I represent Three Palms Investments and the Nabhan family. They own the property that is the subject of this letter. The property was formerly owned by Carefree Park Corporation that was also owned by various members of that family. This letter, and the reason for me writing to you, concerns the South 25 feet of this property.

I am enclosing with this letter a copy of a survey that was done in October of this year showing the property in question, including the South 25 feet. My client wants to further improve its property by adding further amenities as part of the Fun Depot amusement business that it runs on part of the site. These improvements will certainly benefit the city of Lake Worth.

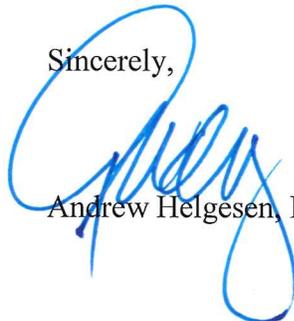
By right-of-way deed dated October 24, 1988 and recorded March 9, 1989 in Official Record Book 5991, Page 1725 the South 25 feet (and also the East 10 feet) of the property was transferred for road purposes to the City of Lake Worth. In fact, the right-of-way was never used. And, if you look at the survey, you will see that there is a concrete wall at the extreme south end of our property that includes, not excludes, the proposed right-of-way. I am advised by Adib Nabhan that the concrete wall was constructed at the direction of or at least with the permission of the City after the right-of-way was granted.

In previous discussions with officials at the City, it was suggested that we create a Unity of Title to encompass the South 25 feet. In order to do that, we need a quitclaim deed from the City evidencing the fact that it has not used this right-of-way in the last 27 or 28 years since the deed was executed. We are asking that this property be reconveyed to us acknowledging that it is not being used by the City but is in fact being used by my client. As I said at the beginning, the purpose for doing this is so that we can go forward with our plans to further improve this site.

It is my understanding that no consideration was paid to my client's predecessor in title for the conveyance.

Thanks for taking the time to speak with me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Helgesen", is written over the word "Sincerely,".

Andrew Helgesen, Esq.

AH/

Attachments (survey and right of way deed)



068018

MAR-09-1989 11:55am 89-066578

**RIGHT-OF-WAY WARRANTY DEED ORB 5991 Pg 1725**

THIS INDENTURE, made this 24th day of October, 1988, by and between CAREFREE PARK CORPORATION, a corporation existing under the laws of Massachusetts, authorized to do business in the State of Florida, and having its principal place of business at 13 Ocean Front South, Salisbury, Massachusetts 01950, hereinafter called the Grantor, to THE CITY OF LAKE WORTH, FLORIDA, a political subdivision of Palm Beach County, Florida, hereinafter called the Grantee.

**WITNESSETH:**

That the Grantor, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, lease, release, convey and confirm unto the Grantee, all that certain parcel of land situate in the City of Lake Worth, County of Palm Beach, State of Florida, to-wit:

THE EAST 10.00 FEET AND THE SOUTH 25.00 FEET, AS MEASURED AT RIGHT ANGLES, OF THE FOLLOWING DESCRIBED PARCEL:

TRACT 31, AND THE EAST 143.25 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT-OF-WAY

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1987.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, but its proper officer duly authorized, the day and year first above written.

CAREFREE PARK CORPORATION, a Massachusetts corporation, qualified to do business in the State of Florida

Witness:

Alan Fallik

By Ann Ralton *mes*

Dickie L. Richardson

As to Grantor

RETURN TO: ALAN FALLIK, ESQUIRE  
NORTH SHORE HIGHWAY  
LAKE WORTH, FL 33459

89-066578  
1.00 Doc  
Can  
JOHN B. DUNKLE, CLERK - PB COUNTY, FL .55

STATE OF )  
COUNTY OF )

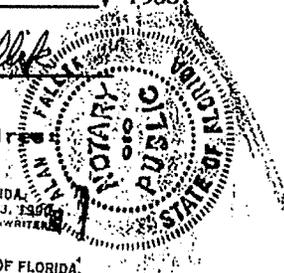
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared AMIN MABHAN, well known to me to be the PRESIDENT of the corporation named as Grantor in the foregoing Deed and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of October, 1988.

Alan E. Fallik  
Notary Public

My commission expires

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: DEC. 23, 1990.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



THIS INSTRUMENT PREPARED BY:

Alan Fallik, Esquire  
7 North Dixie Highway  
Lake Worth, FL 33460

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: DEC. 23, 1990.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

This is not a certified copy

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT



PLANNING & PRESERVATION DIVISION  
 DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
 CITY OF LAKE WORTH  
 1900 2<sup>ND</sup> AVENUE NORTH  
 LAKE WORTH, FL 33461  
 561.586.1687

**UNIVERSAL DEVELOPMENT APPLICATION**

This application is required for **ALL** applications submitted to the Planning, Zoning and Historical Preservation Division. Planning staff can answer any questions you have regarding the applications and the processes during Planner On-Call hours (Monday – Friday, 9:00 – 10:30 a.m. and 3:00 – 4:00 p.m.). Please make an appointment with planning staff if you require more than 15 minutes with a staff member.

Application Type (select all that apply):

- Site Plan – Minor       Site Plan – Major       Planned Development       Variance
- Subdivision/Plat       Conditional Use       Administrative Use       Mural
- Alcoholic Beverage Distance Proximity Waiver       Community Residence Proximity Waiver
- Gaming Establishment Distance Proximity Waiver       Adult Use Distance Proximity Waiver
- Sustainable Bonus Incentive Program       Certificate of Appropriateness       Sign Variance
- Rezoning (Zoning Map Amendment)       Zoning Text Amendment       Annexation
- Other: Property Abandonment to Three Palms Investments LLC Fun Depot.

Project Name: Three Palms Investment LLC

Project Location: 2001&2003 10th Ave N Lake Worth FL 33461

Legal Description: Model Land CO SUB TR 31      Date Platted: \_\_\_\_\_

PCN: 38-43-44-~~20010310010820~~ Existing Zoning: Commercial MU-W Proposed Zoning: MU-W

Existing FLU: Mixed Use Proposed FLU: Mixed Use

Proposed Use:  Residential; Density \_\_\_\_\_;  Commercial \_\_\_\_\_ SF;  Industrial \_\_\_\_\_ SF

Total Estimated Cost of the Project: \_\_\_\_\_

FOR OFFICE USE ONLY			
PZ Project No.	15-00700002		
Associated Project Nos.			
Submittal Date	12/18/15	Sufficiency Date	
Project Planner Assigned	CURT THOMPSON		
Total Fee Amount	\$ <u>500.00</u> <input checked="" type="checkbox"/> PAID <u>500.00</u> <input type="checkbox"/> DUE _____		

Project Manager/Contact Person: Eddie Nabhan

Company: Three Palms Investments LLC

Address: 2001&2003 10th Ave N Lake Worth FL 33461  
(Street Address) (City) (State) (Zip)

Phone No.: 561-282-8038 E-Mail Address: eddie@fundepot.com

Applicant Name (if different from Project Manager): \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Owner Name: Same

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**OWNER'S CONSENT**

Three Palms Investments ("Owner") certifies that it is the owner of the property located at 2001 + 2003 10th Ave N ("Subject Property") and expressly consents to the use of the Subject Property as described in this application and to all conditions that may be agreed to as a part of the approval of this application, which may be imposed by the decision making board.

Owner hereby authorizes \_\_\_\_\_, as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

Owner's Signature: [Signature] Date: 12/18/15  
Name/Title of Signatory: \_\_\_\_\_

STATE OF Florida )  
COUNTY OF Palm beach )  
The foregoing instrument was acknowledged before me this 18 day of December, 2015 by Edward Nabhan who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.



[Signature]  
(Signature of Notary Public)  
Paris Merkle  
(Name of Notary)

**PROJECT DATA**

**DESCRIPTION OF WORK:**

Provide a detailed description of work to be done as a result of this application (attach additional sheets if necessary).

City of Lake Worth Abandonment of ROW on the South 25 feet of 2001 and 2003 10th Ave N to

Three Palms Investments LLC

**PRIOR APPROVALS:**

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

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**ADJACENT PROPERTY INFORMATION:**

Complete the following table for all surrounding properties. Information located at [www.lakeworth.org/business/planning-zoning/](http://www.lakeworth.org/business/planning-zoning/).

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North			
South			
East			
West			

**DEVELOPMENT STANDARDS:**

Identify the applicable required and proposed development standards. If not applicable, enter "N/A". The "required" information can be located in Article 23 of the City's Code of Ordinances, Land Development Regulations, at [www.municode.com](http://www.municode.com).

Development Standard	Required	Provided
Lot Size (Acreage and SF)		
Lot Width (Frontage)		
Building Height	Primary	
	Accessory	
Setbacks	Front ( _____ )	
	Rear ( _____ )	
	Side ( _____ )	
	Side ( _____ )	
Living Area	Single-Family	
	Multi-Family	
Accessory Structure Limitation		
Impermeable Space Coverage		
Building Coverage		
Maximum Wall Height at Setback		
Floor Area Ratio Limitation		

**AFFIDAVIT OF COMPLETENESS AND ACCURACY**

**INSTRUCTIONS:** To be completed by the individual submitting the application (owner or authorized agent).

Project Name: Three Palms Inv <sup>City</sup> Lake Worth Abandonment Submittal Date: 12/18/15

**STATEMENT OF COMPLETENESS AND ACCURACY:**

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Lake Worth relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the Planning, Zoning and Historic Preservation Division of Lake Worth, Florida, and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by Palm Beach County to process this application. I further acknowledge that any plans that I have prepared or had prepared comply with the Fair Housing Standards. I further consent to the City of Lake Worth to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions, which may be imposed as part of the approval of this application.

Check (✓) one: I am the  property owner  authorized agent.

Edward Nabhan  
(Name - type, stamp or print clearly)

[Signature]  
(Signature)

\_\_\_\_\_  
(Name of Firm)

2001 10<sup>th</sup> Ave N Lake Worth FL  
(Address, City, State, Zip)

STATE OF FL )  
COUNTY OF PBC )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of Dec 2015 by Edward Nabhan who is personally known to me or who produced a NISO 227800130 as identification. He/she did not take an oath.

(NOTARY SEAL)

[Signature]  
(Signature of Notary Public)  
Tiffany Mulvay  
(Name of Notary)



**SIGN POSTING AGREEMENT**

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Contact Phone No.: \_\_\_\_\_

Property Location: \_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, hereby affirm that I will post the notification sign(s) provided to me for a minimum of ten (10) calendar days before the scheduled date of the hearing of Planning and Zoning Case No. \_\_\_\_\_.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title of Signatory: \_\_\_\_\_

STATE OF )  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name of Notary)

## Edward Nabhan

---

**From:** Andrew Helgesen <ahelgesen@helgesenlawfirm.com>  
**Sent:** Wednesday, December 16, 2015 10:19 AM  
**To:** Edward Nabhan  
**Subject:** FW: Three Palms Investments; Fun Depot; Lake Worth Road property  
**Attachments:** Lt Christy Goddeau 11-24-15.pdf; Universal Development Application.pdf

Andrew Helgesen | Andrew Helgesen, P.A.  
11380 Prosperity Farms Road | Suite 201  
Palm Beach Gardens, FL 33410  
561 622 7755 office | 561 622 8422 fax  
[ahelgesen@helgesenlawfirm.com](mailto:ahelgesen@helgesenlawfirm.com)

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**From:** Felipe Lofaso [mailto:flofaso@LakeWorth.org]  
**Sent:** Wednesday, December 16, 2015 10:17 AM  
**To:** Andrew Helgesen  
**Cc:** William Waters  
**Subject:** FW: Three Palms Investments; Fun Depot; Lake Worth Road property

Andrew,

I was informed by the City's attorney of the request for the city to abandon that portion of right of way to the south of the Fun Depot property. Upon discussions with all of the other Departments (Water, Electric, Planning, etc.), we have no issues with the abandonment. The process is outlined below by our City Clerk:

The process is 3 step:

1. Applicant to complete a Universal Development Application form (attached) and submit through the Building Dept. The application must go through the city's review process and be approved by all Dept's. Usually takes a few weeks. Once approved, then step 2...
2. City staff to prepare a staff report and resolution to declare the City's intent to abandon...this can go under Consent Agenda and must be approved by Commission. Once approved, then step 3...
3. City staff to prepare a staff report and another different resolution actually abandoning the road...this needs to be under Public Hearings and approved by City commission

The Universal Development Application form is normally submitted as part of a total project along with site plans, etc. You may wish to submit ahead of time or you could submit all of this paperwork at one time when the Fun Depot is ready to start developing the property. Once the application is approved, the commission process takes about a month because it has to go to two meetings for approval.

Any questions please feel free to contact me.

Thanks,

Felipe A. Lofaso

Assistant Director of Public Services  
City of Lake Worth, Public Services Department  
1749 3rd Ave South  
Lake Worth, FL 33460  
561-586-1720 Phone  
[flofaso@lakeworth.org](mailto:flofaso@lakeworth.org)



**From:** Christy Goddeau [<mailto:christy@torcivialaw.com>]  
**Sent:** Thursday, December 10, 2015 9:04 AM  
**To:** Jamie Brown; Felipe Lofaso; John Borsch; Larry A. Johnson  
**Cc:** William Waters  
**Subject:** FW: Three Palms Investments; Fun Depot; Lake Worth Road property

Gentlemen: There is a procedure for abandoning public right of way in the City's code (under Chapter 19) along with a fixed service charge of \$500 (I don't know if that has been changed...). That procedure (two resolution process) applies and the ROW is to be split with adjacent owners. I don't know about the alleyway discussed at yesterday's meeting, but for the ROW that is the subject of the attached letter (south 25 feet of Fun Depot property), that ROW was deeded to the City outright by the prior Fun Depot owner (i.e., not to have on behalf of the public) and Fun Depot has a wall separating the ROW from the adjacent owner. This distinction is important because if it was deeded on behalf of the public, it might have to be split b/t the two adjacent property owners (mobile home park and Fun Depot). Thus, I believe the ROW should be abandoned and quit claim deeded back to Fun Depot.

Since it appears the City does not have a need for the ROW (according to the emails I have received), who may I tell the attorney for the property owner to contact in order to start the abandonment process?

Also, if the City desires to retain an utility easement in the ROW, please coordinate with the appropriate department on the same.

Thanks!

Christy L. Goddeau, Esquire

*Board Certified City County and Local  
Government Attorney*

**TORCIVIA, DONLON,  
GODDEAU & ANSAY, P.A.**

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Northpoint Corporate Center  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407  
(561) 686-8700

(561) 686-8764 fax  
[christy@forcivilaw.com](mailto:christy@forcivilaw.com)  
[www.forcivialaw.com](http://www.forcivialaw.com)

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---

**From:** Andrew Helgesen [<mailto:ahelgesen@helgesenlawfirm.com>]  
**Sent:** Monday, December 07, 2015 9:59 AM  
**To:** Christy Goddeau  
**Cc:** 'eddie@fundepot.com'  
**Subject:** Three Palms Investments; Fun Depot; Lake Worth Road property

This is a follow up to my letter of the 24<sup>th</sup> (copy attached).

Can we get a meeting scheduled or a phone conference to move this forward?

My clients are anxious to further develop this site.

Andrew Helgesen | Andrew Helgesen, P.A.  
11380 Prosperity Farms Road | Suite 201  
Palm Beach Gardens, FL 33410  
561 622 7755 office | 561 622 8422 fax  
[ahelgesen@helgesenlawfirm.com](mailto:ahelgesen@helgesenlawfirm.com)

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RESOLUTION NO. 16-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF A 25 FOOT WIDE RIGHT OF WAY IDENTIFIED AS THE EAST 10.00 FEET AND THE SOUTH 25.00 FEET, OF THE FOLLOWING DESCRIBED PARCEL: TRACT 31, AND THE EAST 143.25 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the former property owner of the property now known as Fun Depot conveyed by warranty deed a portion of its property to the City for right-of-way purposes;

WHEREAS, the City has not utilized that portion of the property for right-of-way or for any other City or public purpose;

WHEREAS, the current owner of Fun Depot seeks to have that portion of the property abandoned by the City so that it may further develop the property; and,

WHEREAS, the abandonment of that portion of the property will revert back to the current Fun Depot owner as the originating source of the conveyance to the City.

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

Section 1. The foregoing recitals are incorporated into this Resolution as true statements.

Section 2. The City Commission of the City of Lake Worth, Florida, hereby declares its intention to consider the abandonment of the following described right of way back to the property owner:

25 FOOT WIDE RIGHT OF WAY IDENTIFIED AS THE EAST 10.00 FEET AND THE SOUTH 25.00 FEET OF THE FOLLOWING DESCRIBED PARCEL:

TRACT 31, AND THE EAST 143.25 FEET OF TRACT 32, MODEL LAND COMPANY SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 5, PAGE 79, LESS THE NORTH 25 FEET THEREOF FOR ROAD RIGHT OF WAY

Section 3. A public hearing is to be held at 6:00 p.m., on April 5, 2016, or as soon thereafter as the matter can be heard, at City Hall, 7 North Dixie Highway, Lake Worth, Florida, to hear and consider comments by the public on the abandonment.

Section 4. This Resolution shall become effective immediately upon its 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 Andy Amoroso  
Commissioner Christopher McVoy  
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk





**AGENDA DATE:** March 22, 2016

**DEPARTMENT:** Water Utilities

---

**EXECUTIVE BRIEF**

**TITLE:**

Tropical Drive & Barton Road Infrastructure Improvements - Construction Phase Engineering Services

**SUMMARY:**

Approve Task Order No. 02 for Standard Professional Consulting Services Agreement (RFQ 12-13-211) with URS Corporation a division of AECOM for Tropical Drive & Barton Road Infrastructure Improvements Construction Phase Services for \$155,707.

**BACKGROUND AND JUSTIFICATION:**

This project was included as a top priority project in the approved five year CIP Plan and was designed in FY 2015. This project is a priority because of the lack of fire protection to Barton Elementary School and the needed improvements to the sidewalks that children use to walk to school. This project was identified as an urgent improvement in the Fire Hydrant Presentation that was given to commission in October 2015.

This project will include the construction of a new 8-inch and 12-inch watermain with fire hydrants, new services, meters and meter boxes, lining of the 8-inch gravity sanitary sewer main and service laterals, roadway milling and resurfacing, sidewalk installation and minor restoration work. The water meters and meter boxes are new as they are being removed from the rear of the properties. Task Order No. 02 provides for finalizing design to 100% documents, engineering services during the construction phase of the project, including review of submittals, onsite inspections, review of pay requests and approval by the Engineer of Record.

The stormwater and roadway portion of the project is being funded by a Community Development Block Grant (CDBG) by Palm Beach County. Attached is the agreement. The water and sewer portion is being funded by the FY2016 Water Distribution and Sewer Collection capital funds.

The City of Lake Worth Utilities department will solicit bids from contractors for the construction of the project following approval of this proposal to complete the design and contract documents.

**MOTION:**

I move to approve/disapprove Task Order No. 02 of the Standard Professional Consulting Services Agreement (RFQ-12-13-211) with URS Corporation a division of AECOM for Tropical Drive & Barton Road Infrastructure Improvements Construction Phase Services for \$155,707.

**ATTACHMENT(S):**  
Fiscal Impact Analysis  
Task Order 02  
CDBG Agreement

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$155,707	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	\$155,707	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:

Utilities							
Account Number	Account Description	Project #	FY 2016 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7034-533.63-60	W Dist CIP	MP1601	\$2,134,158	\$1,744,158	\$1,302,032.75	\$84,081.78	\$1,217,950.97
403-7231-535.63-15	S Coll CIP	LS1610	\$2,577,031	\$4,103,415	\$2,905,440.08	\$71,625.22	\$2,833,814.86

C. Department Fiscal Review: \_\_\_\_\_

Brian Shields  
 Clyde Johnson  
 Marie Elianor

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**CITY OF LAKE WORTH**

**THIS AGREEMENT**, entered into on \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the City of Lake Worth, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 7 North Dixie Highway, Lake Worth, Florida 33460.

**WHEREAS**, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, Palm Beach County, in accord with the annual Action Plan, and the City of Lake Worth, desire to provide the activities specified by this Agreement; and

**WHEREAS**, Palm Beach County desires to engage the City of Lake Worth to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the City of Lake Worth.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

**2. PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

**3. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality shall implement the herein described improvements to Tropical Drive and Barton Road, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit "A", will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

**4. GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

**5. SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

**6. MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$513,343 for the period of January 26, 2016, through and including April 1, 2017. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

**7. TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant No. B-15-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to April 1, 2017.

**8. METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for work performed and/or payments made by the Municipality, before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

9. **CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

- (A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**  
 The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.
- (B) **FINANCIAL ACCOUNTABILITY**  
 The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.
- (C) **SUBCONTRACTS**  
 Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.
- (D) **PURCHASING**  
 All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.
- (E) **REPORTS, AUDITS, AND EVALUATIONS**  
 Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.
- (F) **ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS**  
 DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.
- (G) **PRIOR WRITTEN APPROVALS - SUMMARY**  
 The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:
- (1) All subcontracts and agreements pursuant to this Agreement;
  - (2) All capital equipment expenditures of \$1,000 or more;
  - (3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);

- (4) All change orders;
- (5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
- (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement. DES must verify and approve the eligibility and reasonableness of all expenses which the Municipality requests to be deducted. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

**The requirements of this section shall survive the expiration of this Agreement.**

10. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Municipality acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements as contained in Resolution R2014-1421, the Municipality has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Municipality shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project area shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project area shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

**12. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

**13. EVALUATION AND MONITORING**

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

**14. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will provide technical assistance to the Municipality, as deemed necessary by the County.

**15. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

**16. REVERSION OF ASSETS**

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. This provision shall survive the expiration or termination of this Agreement.

**17. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

**18. INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

**19. INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

**20. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**21. CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

**22. CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

**23. RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

**24. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
- (B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

**25. TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

**(A) TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

**(B) TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

**(C) TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

**26. SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

**27. AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

**28. NOTICES**

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

**29. INDEPENDENT AGENT AND EMPLOYEES**

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

**30. NO FORFEITURE**

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

31. **PUBLIC ENTITY CRIMES**  
As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality 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 thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).
32. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**  
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
33. **EXCLUSION OF THIRD PARTY BENEFICIARIES**  
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
34. **SOURCE OF FUNDING**  
This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.
35. **INCORPORATION BY REFERENCE**  
Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
36. **COUNTERPARTS OF THE AGREEMENT**  
This Agreement, consisting of twenty (20) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
37. **ENTIRE UNDERSTANDING**  
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MUNICIPALITY SEAL BELOW)



CITY OF LAKE WORTH

By: *Pam Triblo* 1/6/16  
Pam Triblo, Mayor

By: *Pamela J. Lopez*  
Pamela J. Lopez, City Clerk

By: *COA* For  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Mary Lou Berger, Mayor  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
James Brako,  
Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard,  
Deputy Director

**EXHIBIT "A"**  
**WORK PROGRAM NARRATIVE**

**1. MUNICIPALITY OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Municipality, using its own resources, shall retain an engineering consultant (a Florida Professional Engineer) to provide design services to create plans and specifications for the installation of improvements along Tropical Drive and Barton Road in the City of Lake Worth. Additionally, the Municipality and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Municipality shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possesses the necessary competency to do so. All costs associated with the above services shall be paid for by the Municipality.

- B. PROJECT SCOPE:** The scope of work for the installation of improvements along Tropical Drive and Barton Road shall include but not be limited to, the following: clearing and grubbing of the site, installation of water and sanitary sewer lines and services, construction of curbing, concrete sidewalks and driveways, reconstruction/resurfacing of the existing roadway, landscaping of the area and other work associated with, and pertinent to, the installation of the above improvements.

(1) Should the Municipality use brand names in the bid package/drawings/ specifications for this project, then these documents shall:

- (a) Clearly note that specified brand name is used for descriptive purposes only,
- (b) State that "equal" equipment or materials will be accepted, and
- (c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid package/drawings/specifications, and an itemized opinion of probable construction cost, prepared by its consultant, to DES and obtain a letter of approval from DES prior to bidding the construction work. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for this project.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

(4) The Municipality shall assure that 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 County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work. All construction work shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the construction contract to be funded through this Agreement. After awarding such contract, the Municipality shall obtain DES approval prior to executing any change orders to such contract.

(6) Should the construction contract amount for this project exceed the amount to be funded by the County for construction costs through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount. The County's participation in this reimbursement method shall be at their sole discretion.

(7) The Municipality shall not request reimbursement for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

**The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.**

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit "C", attached hereto, for construction work in connection with the project funded through this Agreement.
- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction bid solicitation and contract.
- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. 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. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.

**CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.

G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.

H. **MONTHLY PERFORMANCE REQUIREMENTS:** The time frame for completion of the outlined activities shall be April 1, 2017. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Advertise & Accept Bids by	March 1, 2016
Start Construction by	May 1, 2016
Complete Construction by	December 1, 2016
Submit Final Reimbursement Request by	January 31, 2017

I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit "B" to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the monthly performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

**The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.**

J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
- b. The requirements of paragraph (2) of this section are met.

(2) If the Municipality determines, after consultation with affected citizens, it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

- (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration of this Agreement.**

- K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (1) 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 1u (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.
- (2) 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.
- (3) 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.
- (4) 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 135.
- (5) 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.
- (6) 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.

- L. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Municipality must consider in the design and implementation of the project. The Municipality acknowledges that it has received notification from DES containing the results of the ER. The notification letter included a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

2. **COUNTY OBLIGATIONS:**

- A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of \$513,343. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. The County shall perform an environmental review of the project, and review and approve project design and bids submitted for the work. The County shall also perform Davis-Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project identified above.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
- (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**EXHIBIT "B"**  
**PALM BEACH COUNTY ECONOMIC SUSTAINABILITY**  
**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: _____
<b>Sub-recipient Name:</b>	City of Lake Worth
<b>Project Name:</b>	Tropical Drive and Barton Road Improvements
<b>Report Prepared By:</b>	_____
	Name _____ Signature _____ Date _____

**BUDGETING AND EXPENDITURES**

**Amounts Expended this Reporting Period:** CDBG Funds:\$ \_\_\_\_\_ Other Funds:\$ \_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 513,343	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the City of Lake Worth has met all of its Monthly Performance Requirements (Exhibit "A", Paragraph H) referenced in the Agreement during this reporting period.

\_\_\_\_\_  
**Name & Title of Certifying Representative**

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS  
 Department of Economic Sustainability  
 100 Australian Avenue, Suite 500  
 West Palm Beach, FL 33406

**EXHIBIT "C"****ASBESTOS REQUIREMENTS**  
**SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

**I. DEFINITIONS**

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

**II. ASBESTOS SURVEYS**

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Municipality, as applicable).

### III. ASBESTOS ABATEMENT

#### A. RENOVATION

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.
- (c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.
  - 1. An Asbestos Abatement Specification (Work Plan)
  - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

#### B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Municipality, as applicable).

- (a) Asbestos Abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.
- (b) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
  - 1. An Asbestos Abatement Specification (Work Plan).
  - 2. Post Job submittals, reviewed and signed by the FLAC.

- (c) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

#### IV. NESHAP NOTIFICATION

##### A. RENOVATION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

##### B. DEMOLITION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Municipality, as applicable).

##### C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Municipality, as applicable).

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33402

**V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  - 1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  - 2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
  - 1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
  - 2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
  - 3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.



# LETTER OF TRANSMITTAL

7800 Congress Avenue, Suite 200  
Boca Raton, FL 33487  
Tel: (561) 994-6500 / Fax: (561) 994-6524

<b>TO:</b> Julie Parham– City of Lake Worth	
<b>ADDRESS:</b> 1900 2 <sup>nd</sup> Ave. N Lake Worth, FL 33461 (561) 586-1798	
<b>DATE:</b> February 5, 2016	
<b>FROM:</b> Ana DeMelo	<b>PROJECT:</b> Tropical Drive and Barton Road

### WE ARE SENDING YOU:

- Attached
- Via Fed-X the following items:
  - Shop drawings
  - Specifications
  - Invoices
- Prints
- Copy of letter
- Change Order \_\_\_\_\_
- Plans
- Samples
- Other

ITEM	DATE	COPIES/SETS	DESCRIPTION
1	2/5/2016	2	Signed Scope of Services for Construction Support Services - Revised

### THESE ARE TRANSMITTED as checked below:

- For approval
- For your use
- As requested
- For review and comment
- For bids due \_\_\_\_\_ 20\_\_\_\_
- Prints returned after loan to us
- Approved as submitted
- Approved as noted
- Returned for corrections
- Resubmit All copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints

SIGNED: Ana DeMelo



## CITY OF LAKE WORTH

### Scope of Services – Tropical Drive and Barton Road Infrastructure Improvements

Standard Professional Consulting Services Agreement between

City of Lake Worth and URS Corporation a division of AECOM dated March 19, 2014

Awarded per RFQ 12-13-211

TASK 02

### 1.0 BACKGROUND

Terms and conditions of the professional services included in this proposal are to be in accordance with the provisions of our Master Services Agreement (Standard Professional Consulting Services Agreement Between the City of Lake Worth and URS Corporation a division of AECOM (URS) (CONSULTANT) dated March 19, 2014, awarded per RFQ 12-13-211), URS is pleased to provide this proposal to continue to assist the City of Lake Worth.

### 2.0 PURPOSE

The City of Lake Worth (CITY) has chosen to retain URS to provide engineering services during construction for Tropical Drive and Barton Road Infrastructure Improvements to include the following:

- a. Perform onsite review including observation of construction progress and quality of work, identifying and reporting significant discrepancies, omissions, substitutions and deficiencies, and the corrective actions taken by the contractor per direction from City Staff.
- b. Perform review of materials entering into the work to adhere to the plans, specifications and special provisions for the Construction Contract to support the City in constructing the project in reasonable conformity with such documents.
- c. Contract Administration services shall include project set up, monitoring work completed, providing project status reports in support of monthly invoices, and performing design review services as specified herein for the Construction Contract(s).
- d. The water and sewer work will be substantially complete within 182 calendar days of the date when the Contract time commences it shall be finally complete and ready for final payment and Final Acceptance within 210 calendar days from the date when the Contract time commences.

### 3.0 SCOPE OF SERVICES

The specific scope of services to be provided by CONSULTANT includes the following:

#### Task 1 – Completion of Construction Documents

CONSULTANT will implement comments from 90% review milestone and prepare and submit FINAL construction documents and FINAL engineer's opinion of probable construction cost (OPCC) to the City for final approval. Internal Quality Control will be performed by the CONSULTANT for the FINAL submittals of construction documents.

The FINAL construction documents includes Project Specifications and Construction drawings. The Project Specification consists of the "Front End" contract documents and Technical Specifications.

The CONSULTANT will use the CITY's existing "Front End" contract documents and modify as appropriate for this project. Technical Specifications consists of Division 1, 2 and 3 that are industry standard specifications that will be modified by CONSULTANT as appropriate for this project.

**Task 2 – Bid Phase Services**

Bid phase services to be performed by the CONSULTANT will be consistent with the CITY guidelines for standard procedures and functions for CONSULTANTS and procurement services. Specific services include the preparation of Design Document packages (Drawings and Project Manual) and submittal to CITY for advertisement and bidding purposes; drawings to be full size (24" x 36") format. CONSULTANT will attend a pre-bid conference with interested contractors and CITY staff. CONSULTANT shall respond to a maximum of twenty (20) Requests for Information (RFI) submitted to the CITY. Response will be made to the CITY for distribution to all plan holders. Technical information for up to two (2) addenda is assumed in the budget for these services. CONSULTANT shall attend the bid opening, review bid packages received, provide the CITY assistance in preparation of the bid tabulation form, recommend award, and present to the City Commission.

Additionally, the CONSULTANT shall assist the CITY in the review of the solicitation responses. This review shall include verification of the Bidder's References (i.e., other known and verifiable information that may be pertinent to the proposed contract award and ability of the bidder to perform the work according to the Contract Documents). The CONSULTANT shall submit to the City a written memorandum that summarizes the findings for the lowest and responsible bidder.

**Deliverables:**

1. Solicitation Assistance
2. RFI Response Memorandum
3. Up to 2 Addenda
4. Bid Tabulation Form
5. Bid Award Recommendation Memorandum

**Task 3 – Construction Support Services**

CONSULTANT will provide Construction Administration Services for the duration of the construction period that include the following:

- Provide five (5) sets of the Conformed Documents to the CITY for distribution with Contractor and Owner's representative.
- Attendance at a pre-construction conference with selected Contractor and CITY staff, prepare agenda and provide written summary of meeting.
- Review of Shop Drawings and Product submittals for general conformance with the design intent and provisions of the Contract Documents. These services include the review of up to fifty (50) submittals. Any non-conforming shop drawing will be submitted to City's Construction Manager (CCM) for review. Shop drawings rejected by the CCM will only be reviewed once following revisions by the Contractor for compliance with the approved drawings and specifications.
- Attendance at monthly progress meetings and the preparation of a written summary of issues discussed. The progress meetings will be conducted by the CONSULTANT. Minutes of the meeting will be submitted to the CITY. Meetings to be held at the City of Lake Worth Utilities Department.
- Review of monthly payment applications submitted to the CITY by the Contractor. These services include review of the quantities represented in the payment application and recommendations to proceed.
- Response, in writing, to up to fifty (50) Contractor RFI's regarding design documents. If the quantity

of RFI's received is deemed excessive by both the CONSULTANT and the CITY, additional fees may be required on an hourly rate based on the agreed upon rates.

- Assistance to the CITY in preparation and negotiations for Change Orders (CO) and work directive changes.
- Daily site observation (50% utilization) by the CONSULTANT Construction Observer and Weekly site visits by the CONSULTANT Project Manager during the term of construction. Construction duration estimated in 182 calendar days (26 weeks) for the water and sewer components. Daily observation for the roadway portion of the construction work will be performed by the Public Works Department and not included in this Task.
- Certification to the regulatory agencies that the project was constructed in general conformance with the permitted plans; the certification is not a confirmation of the construction means and methods or the properties of the materials used by contractor.
- Request, compile and review the Project Closeout documents including contractor's as-built drawings, certified survey, permit closure, suppliers and sub-contractors release of lien.
- **Deliverables:**
  1. Pre-construction Conference Agenda and Meeting Minutes
  2. Shop Drawings and Product Submittal Review (up to 50)
  3. RFI Review and Responses (up to 50)
  4. Monthly Progress Meeting Agenda and Meeting Minutes
  5. Monthly Payment Application Review and Report
  6. Change Order and Work Directive Change Documents
  7. Construction Observation reports, Substantial Completion punch list of pending items and Final Inspection punch list completion.
  8. Project closeout documents.

**4.0 REIMBURSABLE EXPENSES**

Reimbursable expenses shall include printing, communication, copying, postage, photographic services, Federal Express, courier services and vehicle mileage. It is assumed that the CITY will directly compensate permit agencies for required permit fees.

**5.0 SCHEDULE**

The project schedule is concurrent with the original Construction Schedule. If construction delays are incurred, the additional CONSULTANT time will require additional fees.

**6.0 METHOD OF COMPENSATION**

Compensation for Services provide under Task 1 through Task 3 shall be provided on a Lump Sum basis. Refer to Exhibit 'A' for a detailed schedule of fees.

**7.0 ASSUMPTIONS**

In preparation of this Task Order, the following assumptions have been made. Modifications to the above Scope of Services or these assumptions shall be considered as an Additional Service Item under the terms of this contract. The assumptions include:

1. The roadways included in this project are owned and maintained by the CITY and Palm Beach County.
2. The CITY will provide the CONSULTANT with electronic copies of "Front End" documents in .doc or .docx format.

3. Legal work necessary to establish easements for the installation of the water mains, if required, will be the responsibility of the CITY.
4. The CITY is responsible for all permitting fees including applications, certifications and public notification.

### **8.0 SUMMARY AND AUTHORIZATION**

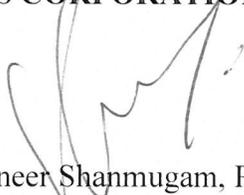
We greatly appreciate the opportunity to submit this proposal. We are very confident in our ability to complete project tasks on schedule and in a professional manner. We look forward to being of service to City of Lake Worth and to further discuss this proposal and your project requirements.

The receipt of a signed copy of the attached "Authorization" (following page) shall constitute our authorization to proceed. We look forward to working with you.

Please do not hesitate to contact me at (561) 862-1041 with any questions or comments.

Sincerely,

**URS CORPORATION SOUTHERN**



Panneer Shanmugam, P.E.  
Vice President, Principal in Charge



## Tropical Drive and Barton Road Infrastructure Improvements

### Exhibit A

Personnel	Hourly Rate	Task 1	Task 2	Task 3	Totals	
		Completion of Construction Documents	Bidding Services	Services During Construction	Hrs	Cost
<b>Labor</b>						
Principal	\$195.00	4		12	16	\$3,120
Project Manager	\$145.00	24	12	96	132	\$19,140
Lead Civil Engineer	\$145.00	15	8	96	120	\$17,400
St. Civil Eng.	\$123.00	12		192	204	\$25,092
Water/Wastewater Eng.	\$97.00	20	6	48	74	\$7,178
Civil/Structural Eng.	\$97.00	6	6	48	60	\$5,820
Staff Engineer	\$84.00	32	16	48	96	\$8,064
Senior CADD Designer	\$93.00	8		20	8	\$744
CADD Designer	\$66.00	56		20	76	\$5,016
GIS Specialist	\$85.00				0	\$0
Construction Inspector	\$85.00			520	520	\$44,200
Administrative Associate	\$63.00	10	16	208	234	\$14,742
Sub Total (hours)		188	64	1288	1,540	\$150,516
<b>Cost per Task (\$)</b>		\$18,336	\$6,416	\$125,764		\$150,516
<b>Direct Expenses</b>		\$458	\$160	\$5,031		\$5,191
<b>Work Authorization Total</b>						<b>\$155,707</b>

Percentage of Total Cost	
Water =	54%
Sewer =	46%



**AGENDA DATE:** March 22, 2016 Regular Meeting    **DEPARTMENT:** City Attorney

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**EXECUTIVE BRIEF**

**TITLE:**

Extension of Tolling Agreement with REG Architects, Inc., and The Morganti Group, Inc.

**SUMMARY:**

This item seeks to extend the Tolling Agreement with REG Architects, Inc., and The Morganti Group, Inc., to June 7, 2016.

**BACKGROUND AND JUSTIFICATION:**

In May 2015, the City attended pre-suit mediation with REG Architects, Inc. (REG) and The Morganti Group, Inc. (Morganti) to resolve issues related to the design and construction of the Casino Building. The mediation resulted in a Tolling Agreement between the parties to stay any applicable statute of limitations and to allow the parties time to resolve the issues without litigation.

On February 16, 2016, the City Commission heard a request from City staff to declare REG, Morganti and Morganti's surety in default. City staff made the request due to a lack of responsiveness from either REG or Morganti on a proposed solution for the issues. The City Commission tabled the request to its March 1, 2016 meeting. On March 1, 2016, the City Commission agreed to extend the Tolling Agreement to March 22, 2016.

Since March 1, 2016, the City's outside counsel, Michael Kennedy, the City's retained expert and representatives of REG have met on a proposed solution by REG to correct drainage issues on the Casino Building's second story deck. Resolving the drainage issue may be key to resolving other issues at the Casino Building. After reviewing the proposed solution and discussing the same with REG, the City's retained expert agrees that the proposed solution appears viable and the best course of action is to install the proposed solution at the northeast corner of the deck as a mockup. The parties can then test the proposed solution for viability prior to proceeding further with the proposed solution. It is anticipated that the installation of the mockup and actual testing will take approximately 6-8 weeks. Accordingly, City staff recommends that the Tolling Agreement be extended to June 7, 2016.

At the City Commission's June 7, 2016 meeting, City staff will provide an update on the status of this matter and provide a recommendation for the next step.

**MOTION:**

I move to extend the Tolling Agreement with REG Architects, Inc. and The Morganti Group, Inc., to June 7, 2016.

**ATTACHMENT(S):**

None

## **FISCAL IMPACT ANALYSIS**

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	0	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	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:

C. Department Fiscal Review: \_\_\_\_\_



**AGENDA DATE:** March 22, 2016, Regular Meeting

**DEPARTMENT:** Community Sustainability

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**EXECUTIVE BRIEF**

**TITLE:**

Ordinance No. 2016-14- First Reading - revise the code enforcement lien reduction procedure and schedule the public hearing date for April 5, 2016

**SUMMARY:**

The Ordinance requires an applicant for a lien reduction to, under certain circumstances, conduct a lien search to determine whether the applicant meets the criteria for a lien reduction and to clarify what is considered a documented expense.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to section 2-69.3.1 "Lien reductions and release of liens" of the Code of Ordinances, an applicant may apply for a lien reduction hearing before the Special Magistrate if they meet several criteria. One of the criteria is that all applicant-owned properties located within the City of Lake Worth must not have any active code enforcement cases in process. To assist staff in making this determination, the Ordinance requires an applicant to submit with the application a list of all properties he or she owns within the City. The Ordinance also provides that if the list includes more than three properties, the City may now require the applicant to submit a lien search request through the City Clerk's Office to determine whether any code enforcement cases exist on the list of properties. Further, the current process provides that as part of the analysis of a proper reduction of a lien, the Special Magistrate may consider any documented expenses incurred by the applicant to bring the property into compliance. The Ordinance clarifies that documented expenses include the cost of any permit required to bring the property into compliance, but any government penalties or fines should not be included.

**MOTION:**

I move to approve / not approve Ordinance No. 2016-xx on first reading and schedule the public hearing date for April 5, 2016.

**ATTACHMENT(S):**

Fiscal Impact Analysis – not applicable  
Ordinance

1  
2  
3 ORDINANCE NO. 2016-14 OF THE CITY OF LAKE WORTH, FLORIDA,  
4 AMENDING CHAPTER 2, "ADMINISTRATION", ARTICLE VI, "CODE  
5 COMPLIANCE", SECTION 2-69.3 "APPLICATIONS FOR LIEN REDUCTIONS,  
6 CONSIDERATIONS FOR SALE, LIEN RELEASES; FEES; FEE CAP" TO  
7 ADDRESS THE CAPS IN THE REDUCTION OF LIEN PROCESS; AMENDING  
8 SECTION 2-69.3.1, "LIEN REDUCTIONS AND RELEASE OF LIENS" TO  
9 ADDRESS LIEN SEARCHES, TO INCLUDE A RESERVATION OF RIGHTS ON  
10 BEHALF OF THE CITY IN THE COLLECTION OF LIENS, TO CLARIFY WHAT  
11 COSTS MAY BE CONSIDERED IN THE CALCULATION OF A LIEN  
12 REDUCTION, TO ENSURE PROPERTIES SUBJECT TO A PARTIAL RELEASE  
13 OF LIEN ARE FREE OF DEBT TO THE CITY AND FOR OTHER PURPOSES;  
14 PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY AND AN  
15 EFFECTIVE DATE.

16  
17 WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted  
18 municipality having such power and authority conferred upon it by the Florida  
19 Constitution and Chapter 166, Florida Statutes; and

20  
21 WHEREAS, the City has a procedure wherein after a property has been  
22 brought into full compliance with the Code, the property owner may seek a  
23 reduction of the existing code enforcement liens and;

24  
25 WHEREAS, in order to balance the need to enforce the daily fines  
26 imposed with the need to limit the total lien amount to a reasonable sum, the City  
27 has capped the total amount of a single lien at 200% of the appraised value of  
28 the property based upon the value of the property when the lien was imposed;  
29 and

30  
31 WHEREAS, the City wishes to add an alternative cap so that the total of  
32 all liens reduced on one property does not exceed 300% of the current appraised  
33 value of the property; and

34  
35 WHEREAS, as part of the analysis of a proper reduction of the lien, the  
36 Special Magistrate considers the amount of money expended by the owner to  
37 bring the property into compliance; and

38  
39 WHEREAS, the City Commission wishes to clarify which costs required to  
40 bring the property into compliance should be considered in the calculation of the  
41 reduction and which costs should not be considered; and

42  
43 WHEREAS, in order to ensure that properties subject to lien reductions  
44 and partial releases of liens are free of any debt owed to the City, the City wishes  
45 to include an additional lien search requirement as part of the application process;  
46 and

47  
48 WHEREAS, the City Commission finds that the adoption of these

49 amendments to the lien reduction ordinance are in the best interests of the health,  
50 safety, and welfare of the residents and citizens of the City.

51

52 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF  
53 THE CITY OF LAKE WORTH, FLORIDA:

54

55 **Section 1.** Chapter 2, "Administration", Article VI, "Code Compliance",  
56 Section 2-69.3 is amended to read as follows:

57

58 **Sec. 2-69.3. - Applications for lien reductions, considerations for sale, and**  
59 **lien releases; fees; lien cap.**

60 \* \* \*

61 (d) Upon the filing of a fully completed application for a lien reduction, the total  
62 amount of the daily fine(s) authorized in each lien imposed upon the  
63 property pursuant to this chapter shall be capped at no more than two  
64 hundred (200) percent of the appraised value of the property. The  
65 appraised value of the property shall be determined by the Palm Beach  
66 County Property Appraiser's appraised "total market value" established for  
67 the property the year the order finding the violation was entered or the year  
68 prior if the current year has not yet been established. However, in no case  
69 shall the cap on the total amount of the daily fine(s) authorized under all  
70 liens exceed three hundred (300) percent of the appraised value of the  
71 property. In this case, the appraised value of the property shall be  
72 determined by the Palm Beach County Property Appraiser's appraised  
73 "total market value" established at the time the application for a lien  
74 reduction is submitted to the city.

75 **Section 2.** Chapter 2, "Administration", Article VI, "Code Compliance",  
76 Section 2-69.3.1 is amended to read as follows:

77

78 **Sec. 2-69.3.1. – Lien reductions and release of liens.**

79

80 (a) The following criteria must be complied with prior to a lien reduction  
81 hearing before a special magistrate:

- 82 (1) The property in question must be in total compliance and an  
83 affidavit of compliance must be issued for the case(s) being  
84 considered.
- 85 (2) The subject property must be free of all outstanding debts (including  
86 taxes) due to the city, and all administrative costs assessed in the  
87 underlying code compliance case(s) for the lien(s) have been paid  
88 or shall be paid prior to the hearing. The applicant shall have the  
89 city clerk's office conduct a lien search to determine whether the  
90 subject property is free of any outstanding debt owed to the city,  
91 and shall provide a copy of the search results with the application.  
92 Any costs associated with any such lien search shall be the  
93 responsibility of the applicant. If the subject property has any other  
94 code enforcement liens that originated on the subject property, all  
95 such liens shall be included in the lien reduction application or shall  
96 otherwise be paid in full prior to the scheduling of the lien reduction  
97 hearing.
- 98 (3) The request for lien reduction application must be completed and  
99 submitted to the code compliance secretary along with the  
100 applicable fee.
- 101 (4) All other properties owned by the violator within the city must not  
102 have any active code compliance cases in process with the city.  
103 The applicant shall provide the city a list of all properties owned by  
104 the applicant within the City of Lake Worth. This list shall be  
105 submitted with the application.
- 106 (b) Except as otherwise set forth herein, if the reduction application is  
107 complete and the above criteria have been met, a lien reduction hearing  
108 shall be scheduled before a special magistrate. The appealing party will  
109 be notified in writing of the scheduled hearing at least five (5) days prior to  
110 the hearing date by regular U.S. Mail to the address provided on the

111 application. In its sole discretion, the city may postpone such lien hearing  
112 if it wishes to pursue the collection of the lien(s) through an alternate  
113 remedy at law or in equity, and the city shall notify the applicant of such  
114 postponement in writing.

115 \* \* \*

116 (e) In determining how much to reduce the outstanding lien, the special  
117 magistrate may also consider any documented expenses incurred to bring  
118 the property into compliance. The use of the term “documented expenses”  
119 in this article may also include permit fees required to bring the property  
120 into compliance and the costs of any lien search conducted pursuant to  
121 this section; however, the lien reduction application fee, any outstanding  
122 administrative costs, and any government penalties or fines shall not be  
123 included. The special magistrate may reduce the outstanding lien amount  
124 by the total amount of these documented expenses. Except as otherwise  
125 set forth herein, the special magistrate shall not reduce any lien, after  
126 documented expenses are deducted, if any, to less than ten (10) percent  
127 of the remaining outstanding lien. If the lien is attached to an owner-  
128 occupied residential property ~~or to a residential property that will be owner-~~  
129 ~~occupied~~, the special magistrate may reduce the lien to less than ten (10)  
130 percent of the remaining outstanding lien based upon considerations of  
131 the criteria set forth in subsection (d) above and any deduction for  
132 documented expenses. The applicant shall provide proper documentation  
133 that the owner occupies ~~or will occupy~~ the residence, upon the request of  
134 the city.

135 \* \* \*

136 (g) Lien reductions by city manager.  
137 (1) Once a lien has been imposed under this article, a person may  
138 request a lien reduction from the city manager under the following  
139 special circumstances (with proof of the following provided to the  
140 city manager):

- 141 a. The property the lien attaches to will be sold prior to the next  
142 special magistrate hearing.
- 143 b. The completed application, documented expenses, if any,  
144 and any other documents to be considered by the city  
145 manager have been submitted to the city manager a  
146 minimum of five (5) business days prior to the scheduled  
147 closing.
- 148 c. The subject property, if located within the City of Lake Worth,  
149 must be free of all outstanding debts (including taxes) due to  
150 the city. Unless waived by the city manager due to time  
151 constraints, the applicant shall have the city clerk's office  
152 conduct a lien search to determine whether the subject  
153 property is free of any outstanding debt owed to the city, and  
154 shall provide a copy of the search results with the  
155 application. Any costs associated with any such lien search  
156 shall be the responsibility of the applicant. If the subject  
157 property has any other code enforcement liens that  
158 originated on the subject property, all such liens shall be  
159 included in the application or shall otherwise be paid in full  
160 prior to the city manager's consideration of the lien reduction.
- 161 ed. The lien on the subject property was recorded less than  
162 eighteen (18) months from the date the application is  
163 received by the city manager.
- 164 de. All administrative costs or fees assessed in the underlying  
165 code compliance case for the lien have been paid or will be  
166 paid prior to the manager's consideration of the lien  
167 reduction application.
- 168 ef. The application fee for the lien reduction has been paid in  
169 full.

170 \* \* \*

171 (j) Partial release of liens. An applicant may request a partial release of lien  
172 where the lien on the property inside the city boundaries attaches to  
173 another property located in Palm Beach County, pursuant to F.S. section  
174 162.09. The following procedures shall apply to such request:

175 (1) The applicant shall complete an application for such release and  
176 pay all applicable application fees as set by city resolution.

177 (2) The subject property, if located within the City of Lake Worth, must  
178 be free of all outstanding debts (including taxes) due to the city. The  
179 applicant shall have the city clerk's office conduct a lien search to  
180 determine whether the subject property is free of any outstanding  
181 debt owed to the city, and shall provide a copy of the search results  
182 with the application. Any costs associated with any such lien  
183 search shall be the responsibility of the applicant. If the subject  
184 property has any code enforcement liens that originated on the  
185 subject property, the partial release may not be granted until all  
186 such liens are paid either in full or at an amount reduced through  
187 the lien reduction process set forth above.

188 (~~23~~) All property owned by the applicant in whole or in part that is located  
189 in the city, including the property for which the partial release of lien  
190 is sought (if applicable), must be in compliance with all city codes  
191 prior to the granting of the partial release of lien.

192 (~~34~~) A partial release of lien cannot be sought for the property where the  
193 lien originated.

194 (~~45~~) Upon the payment of 10% of the total lien amount, or \$5,000,  
195 whichever is greater, the mayor is hereby authorized to execute a  
196 partial release of lien. If a lien search was required as part of an  
197 application for a partial release of lien, the costs of such search  
198 shall be deducted from the 10% of the total lien amount, or \$5,000,  
199 whichever is greater, and the applicant shall pay the balance.

200 (~~56~~) When determining the total amount of the lien, section 2-69.3(d)

201 shall be applicable.

202

203 **Section 3.** Severability. If any provision of this Ordinance or the application  
204 thereof to any person or circumstance is held invalid, the invalidity shall not affect  
205 other provisions or applications of the Ordinance which can be given effect  
206 without the invalid provision or application, and to this end the provisions of this  
207 Ordinance are declared severable.

208

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

211

212 **Section 5.** Codification. The sections of this Ordinance shall be made a part of  
213 the City's Code of Ordinances and may be re-numbered or re-lettered to  
214 accomplish such, and the word "ordinance" may be changed to "section",  
215 "division", or any other appropriate word.

216

217 **Section 6.** This Ordinance shall become effective ten (10) days after passage.

218

219 The passage of this Ordinance on first reading was moved by  
220 Commissioner \_\_\_\_\_, seconded by Commissioner  
221 \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

222

223 Mayor Pam Triolo  
224 Vice Mayor Scott Maxwell  
225 Commissioner Christopher McVoy  
226 Commissioner Andy Amoroso  
227 Commissioner Ryan Maier

228

229 The Mayor, thereupon declared this Ordinance duly passed on first  
230 reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

231

232 The passage of this Ordinance on second reading was moved by  
233 Commissioner \_\_\_\_\_, seconded by Commissioner  
234 \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

235

236 Mayor Pam Triolo  
237 Vice Mayor Scott Maxwell  
238 Commissioner Christopher McVoy  
239 Commissioner Andy Amoroso  
240 Commissioner Ryan Maier

241

242 The Mayor thereupon declared this Ordinance duly passed and enacted on the  
243 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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LAKE WORTH CITY COMMISSION

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

\_\_\_\_\_  
Pamela J. Lopez, City Clerk



**AGENDA  
CITY OF LAKE WORTH  
CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, APRIL 05, 2016 - 6:00 PM**

- 1. ROLL CALL:**
- 2. INVOCATION OR MOMENT OF SILENCE:**
- 3. PLEDGE OF ALLEGIANCE:**
- 4. AGENDA - Additions/Deletions/Reordering:**
- 5. PRESENTATIONS:** (there is no public comment on Presentation items)
  - A. City Tree Board update
  - B. Downtown Jewel Neighborhood Association update
  - C. Proclamation declaring April 10-17, 2016 as National Volunteer Week
  - D. Proclamation declaring April 10-16, 2016 as National Library week
  - E. Proclamation declaring April 22, 2016 as Earth Day
  - F. Palm Beach County School District and PBSO-Breaking the Cycle of Gang Recruitment.
- 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. Amendment to the Memorandum of Understanding (MOU) with Palm Beach County

regarding the EDA Grant.

- B. Monument Sign Access and Easement Agreement for the Woodspring Suites West Palm Beach Florida South Lake Worth, LLC.

**10. PUBLIC HEARINGS:**

- A. Ordinance No. 2016-11 - Second Reading - Small Scale Future Land Use Map Amendment
- B. Ordinance No. 2016-12 - Second Reading - rezone property located at the northeast corner of Lucerne Avenue and North F Street
- C. Ordinance No. 2016-13 - First Reading and First Public Hearing - amend various sections and tables in the City's Land Development Regulations and schedule the second public hearing date for April 19, 2016
- D. Ordinance No. 2016-14 - Second Reading - Revise the code enforcement lien reduction procedure

**11. UNFINISHED BUSINESS:**

**12. NEW BUSINESS:**

- A. Fiscal Year 2016-2017 Community Development Block Grant application for funding
- B. Approval of Interlocal Agreement with the County for Annexation of Enclave

**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:**

**16. ADJOURNMENT:**

17. 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.