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7 North Dixie Highway
Lake Worth, FL 33460
561.586.1600

AGENDER
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 13, 2016 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION OR MOMENT OF SILENCE:** Led by Commissioner Ryan Maier

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Christopher McVoy

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

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

   A. Proclamation recognizing Farmer Girl Restaurant for supporting the community every year on Thanksgiving Day

   B. Palm Beach County Sheriff's Office Community Police update

   C. County Fire Rescue Station 91 recognition for Station of the Year award presented by the County Chamber of Commerce

   D. Palm Beach County Cultural Council update

   E. South Palm Park Neighborhood Association update

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

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Regular Meeting - November 1, 2016
   B. City Commission Special Meeting - November 3, 2016
   C. City Commission Work Session - November 3, 2016

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

   A. Resolution No. 58-2016 - record the official results of the municipal bond referendum election

B. Resolution No. 59-2016 - set the general election ballotfor March 14, 2017

C. Resolution No. 60-2016 - second amendment to the Fiscal Year 2017 budget

D. Resolution No. 61-2016 - amend Fiscal Year 2017 Comprehensive Fee Schedule

E. Resolution No. 62-2016 - authorize the process for the issuance of General Obligation Bonds in an aggregate principal amount not to exceed $40,000,000

F. Resolution No. 63-2016 - membership agreement for Property Assessed Clean Energy Program (PACE) and Green Corridor

G. Resolution No. 64-2016 - adopt a policy and procedure for addressing expired building permits within the City

H. Resolution No. 65-2016 - agreement with the South Florida Water Management District for $28,690 in Cooperative Funding Program grant funds

I. Resolution No. 66-2016 - Local Agency Program agreement with Florida Department of Transportation

J. Resolution No. 67-2016 - agreement with the County for use of Community Development Block Grant funds for improvements on 2nd Avenue South

K. Resolution No. 68-2016 - interlocal agreement with Northern Palm Beach County Improvement District for the administration of the City's master stormwater permit

L. Resolution No. 69-2016 - authorize the City Manager or designee to sign Florida Department of Transportation agreements

M. Resolution No. 70-2016 - declaration of intent to abandon a public alleyway at the request of Sacred Heart Catholic Church and schedule the public hearing date for January 10, 2017

N. Resolution No. 71-2016 - declaration of intent to abandon a public right of way at the request of Stateside Partners LLC and schedule the public hearing date for January 10, 2017

O. Construction contract with One Call Property Services, Inc. for the construction of the Domino Park Improvements Project

P. Task Order No.13 with Baxter Woodman, Inc. for engineering design and construction management of the 2nd Avenue South - Dixie to Federal Highways project

Q. Agreement with US Sweeping, Inc. for City-wide street sweeping services

R. Agreement with Akal Properties for right of way dedication and permanent easement on Boutwell Road and 10th Avenue North

S. Purchase Order with Isuzu Truck of Ocala for the purchase of a new container carrier truck for the Refuse Division

T. Purchase Order with Garber Automall for a new vehicle for the Water Utilities Department

U. Purchase Order with Pat's Pump and Blower for an aquatech vacuum truck and Rechtien International Trucks for a cab and chassis

V. Change Order Authorization to the Energy Services Agreement with Siemens Industry, Inc.

W. Task Order No. 41 with Mock Roos & Associates, Inc. for construction phase engineering services for the Water Treatment Plant chlorine system improvements project

X. Agreement with Intercounty Engineering, Inc. for the Water Treatment Plant chlorine system improvements project

Y. Agreement with Unifirst Corporation for uniform and uniform relatedservices for City employees

Z. Amendment to Agreement with LHoist North America of Alabama, LLC for the purchase of bulk quicklime for the Water Treatment Plant

AA. First Amendment to an Agreement with Ben Few & Company, Inc. for risk management services

BB. Amendment to an Economic Development Administration Agreement regarding Boutwell Road

CC. Interlocal Agreement with the County regarding Boutwell Road

DD. Settlement with Patricia Barron

EE. Ratify a board member to the Finance Advisory Board

FF. Resolution No. 72-2016 - authorize the Community Redevelopment Agency to issue debenture in the amount of up to $4,000,000

10. PUBLIC HEARINGS:

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance No. 2017-01 - First Reading - call for a charter referendum election and schedule the public hearing date for January 10, 2017

B. Ordinance No. 2017-02 - First Reading - prohibit conversion therapy on minors and schedule the public hearing date for January 10, 2017

C. Ordinance No. 2017-03 - First Reading - compensation adjustment for elected officials and schedule the public hearing date for January 10, 2017

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:

1) Agreement with Turbine Technology Services Corporation for the Gas Turbine Unit-2

2) Annual Florida Municipal Electric Association membership dues for Fiscal Year 2017

3) Professional Service Agreement with Spectrum Systems

4) Proposal with Mock Roos & Associates, Inc. for Park of Commerce Phase 1A design engineering services

5) The City of Lake Worth Electric Distribution System Upgrade from 4.16kV to 26.4kV

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. January 10, 2017 draft Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

PROCLAMATION

WHEREAS, Thirty-two years ago, Mr. Peter Roubekas decided to support the Community of Lake Worth by helping those in need; and

WHEREAS, Mr. Peter Roubekas' restaurant, Farmer Girl, located at 1732 North Dixie Highway in Lake Worth, has provided free meals every year since 1985 to those without a place to go during Thanksgiving; and

WHEREAS, Mr. Peter Roubekas, through his generosity, has been an example to the Community of Lake Worth by sharing with those in need; and

WHEREAS, Mr. Peter Roubekas, along with the employees and volunteers who assisted on Thanksgiving Day at Farmer Girl restaurant, has served more than 40,000 meals since Mr. Roubekus started this generous tradition; and

WHEREAS, During the last 32 years, Farmer Girl restaurant not only served those who came to the restaurant on Thanksgiving Day, but also delivered meals to anyone living within three miles who was unable to drive to the restaurant.

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

DECEMBER 13, 2016
as
FARMER GIRL RESTAURANT DAY

in the City of Lake Worth in recognition of the generous contribution to the City of Lake Worth Community.

IN WITNESS WHEREOF, I have set my hand and seal of the City of Lake Worth, Florida to be affixed hereto this 13th day of December 2016.

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

PALM SHERIFF'S OFFICE
DISTRICT 14

PBSO Quarterly Presentation Meeting

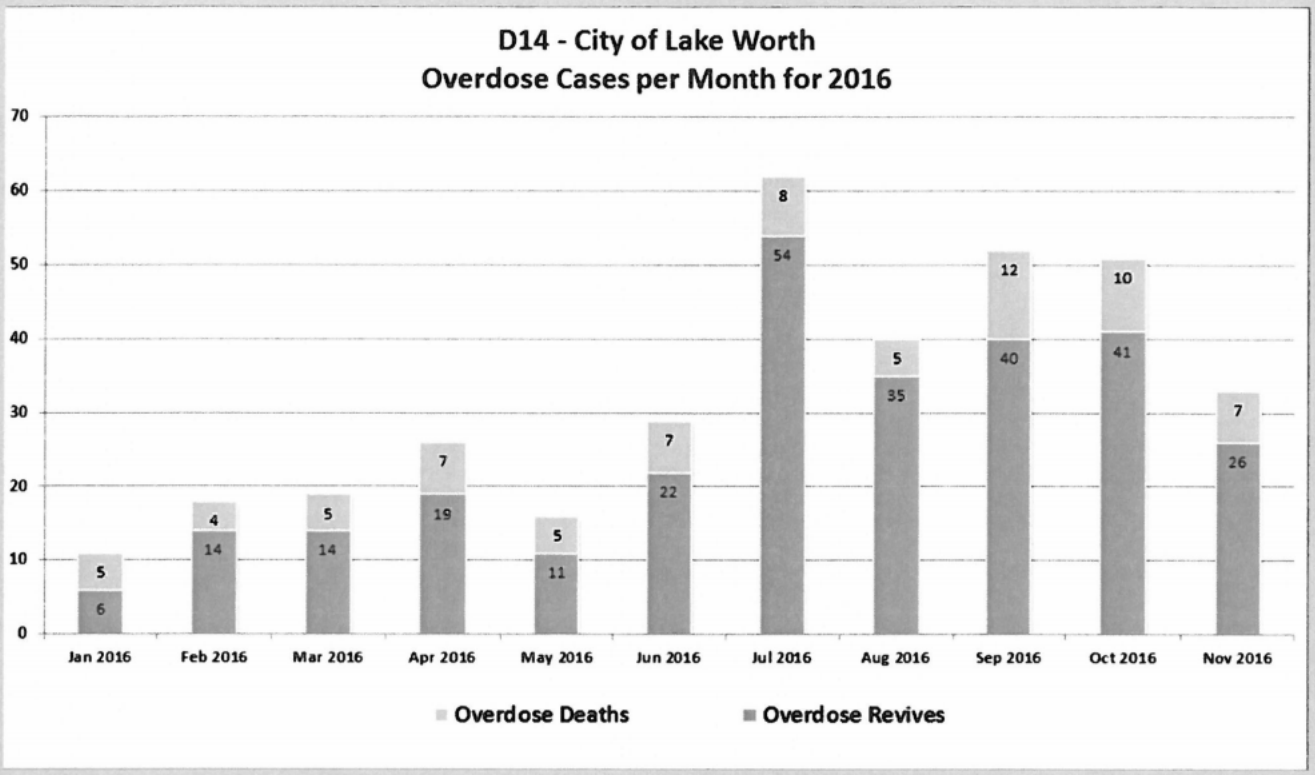
December 13th, 2016

Presented By: Captain Todd Baer
Lieutenant Anthony Johnson

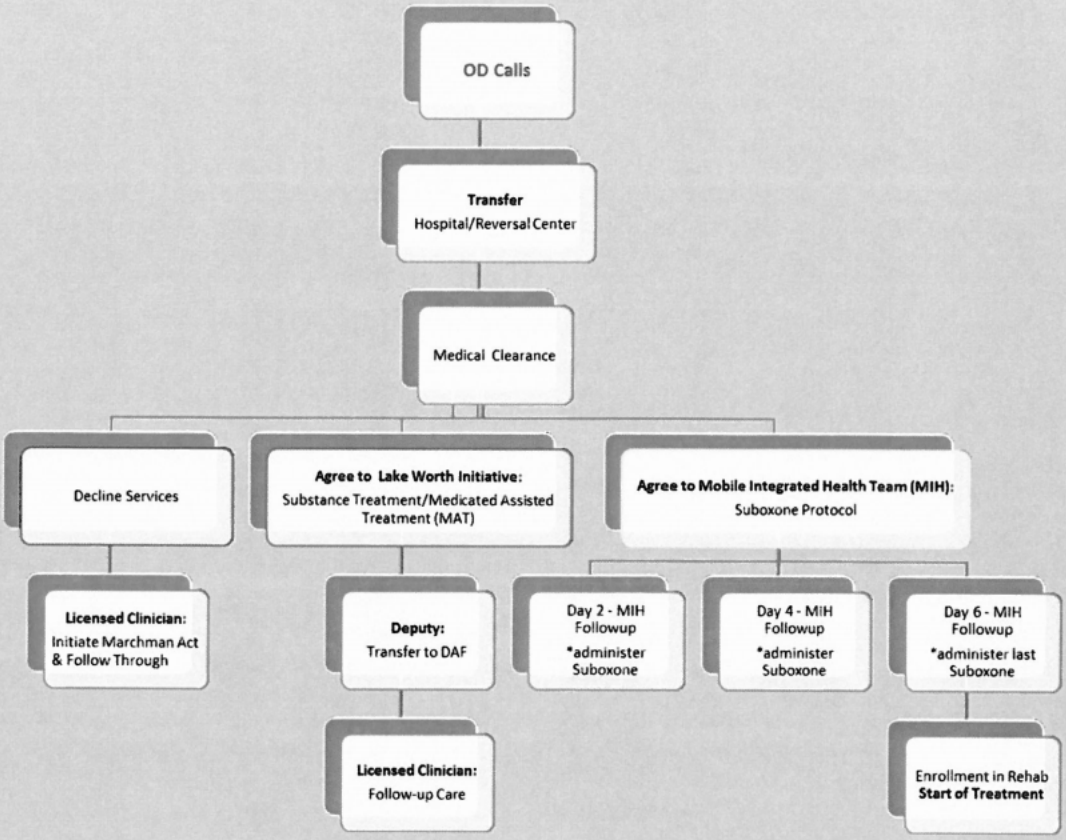
COMMUNITY POLICING INITIATIVES

1. Overdose Data
2. Lake Worth Opioid Initiative
3. Street Sweeper 3
4. Breaking the Cycle of Gang Recruitment and Anti-Bullying Programs at South Grade and North Grade Elementary
5. Charity Golf Scramble
6. PBSO District 14 - Christmas Toy Drive
7. Thanksgiving Turkey Giveaway
8. Entertainment District Unit
9. Alcohol Ordinance Update

OVERDOSE DATA



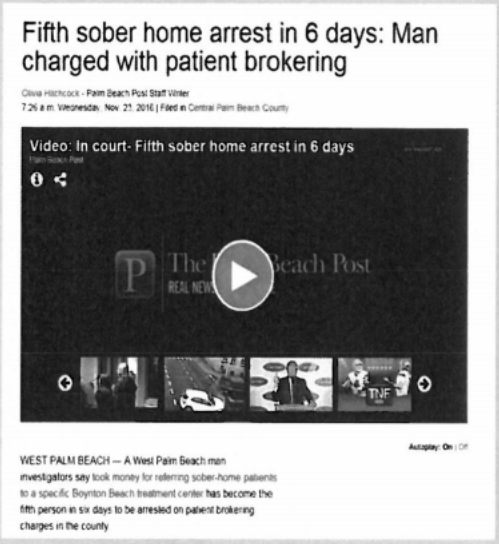
LAKE WORTH OPIOID INITIATIVE
DR. LAMOTTE



SOBER HOMES TASK FORCE

- Palm Beach County State Attorneys Office heading the task force
- PBSO District 14 has a deputy assigned – The deputy is focusing solely on Lake Worth cases
- Multiple arrests have been made in Lake Worth thus far

Sober Homes Task Force
State Attorney's Office
15th Circuit



Fifth sober home arrest in 6 days: Man charged with patient brokering

Olivia Hitchcock - Palm Beach Post Staff Writer
7:26 a.m. Wednesday, Nov. 21, 2016 | Filed in Central Palm Beach County

Video: In court- Fifth sober home arrest in 6 days

WEST PALM BEACH — A West Palm Beach man investigators say took money for referring sober-home patients to a specific Boynton Beach treatment center has become the fifth person in six days to be arrested on patient brokering charges in the county.

STREET SWEEPER 3

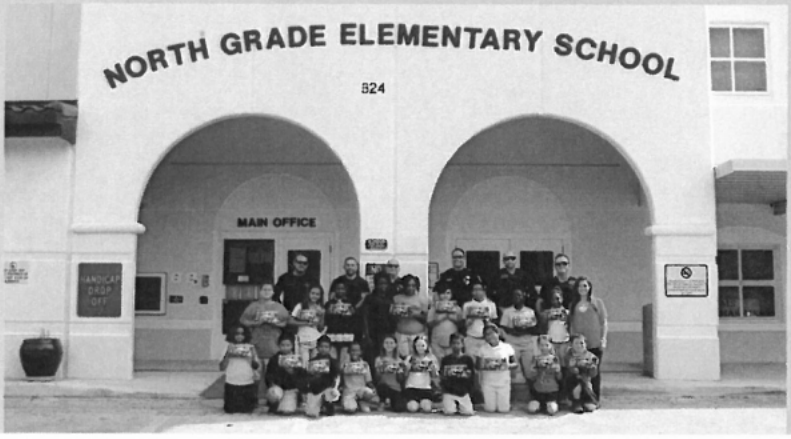
Operation Street Sweeper III was a joint operation between the PBSO Narcotics Division, District 14 and the State Attorney's Office. This multi month operation culminated in the arrest of approximately 50 suspects for 70 plus charges. The goal was to put a strong Law Enforcement presence in Lake Worth to decrease drugs and prostitution in the open air market. The State Attorney's Office worked closely with the deputies to get high bonds for the suspects and will try for stiffer sentences. Four narcotics search warrants were also executed at multiple locations:

900 South G Street
900 South F Street
200 South D Street
1000 Juliet Heights (Lantana – related location)

Currency, several different types of narcotics and a handgun were recovered. Three arrests were made.

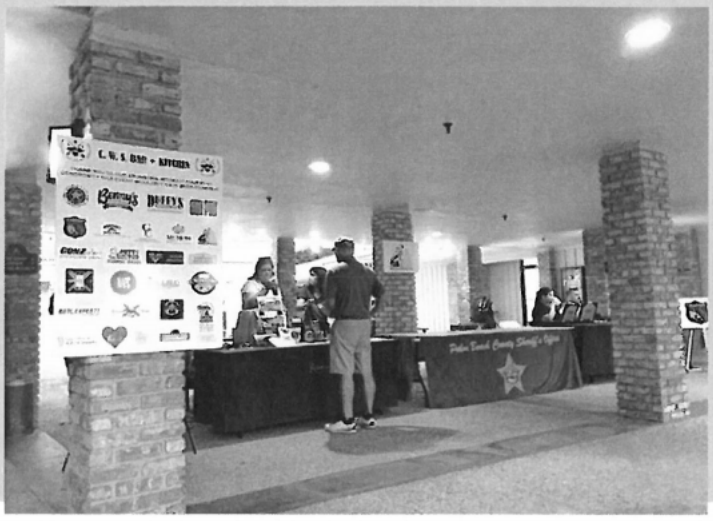
BREAKING THE CYCLE OF
GANG RECRUITMENT PROGRAM AND ANTI-BULLYING PROGRAM

This year both programs were combined into one class. The program consist of six weeks pertaining to Breaking the Cycle of Gang Recruitment and another six weeks for the Anti-Bullying Program. A total of forty students are participating in the programs (20 from North Grade Elementary and 20 from South Grade Elementary). In addition to building cars from LEGO's, the Breaking the Cycle programs provides mentoring one-on-one with students who might be prone to joining gangs. The Anti-Bullying programs teaches the students to recogni-e what bullying is and what are some methods to dealing with being bullied.



CHARITY GOLF SCRAMBLE

District 14 annually organi-es a Charity Golf Scramble that assists with the purchase of gifts that are provided to the families of need-of-assistance elementary aged children. This year's Charity Golf Scramble was once again held at Atlantis Golf Club. The event was able to accumulate enough funds to purchase gifts for 82 families and 242 children from North Grade, South Grade, Highland, and Barton Elementary School. This was our most successful event to date.



CHRISTMAS TOY DRIVE

On December 1, 2016, District 14 was able to purchase over 800 toys for our annual Christmas Toy Drive from Walmart. This wouldn't have been possible without the generous donation from the individuals and businesses that sponsored our Charity Golf Scramble. We spent over $9,900 for the recipients of this years Christmas Toy Drive.

THANKSGIVING TURKEY GIVEAWAY

District 14 with the assistance of the Guidance Counselors from North Grade, South Grade, Highland, and Barton Elementary, were able to provide 45 families with turkey meals for Thanksgiving. The meal consisted of a turkey, canned sweet yams, stuffing, and potato bread for each family. Each family that received a meal was very appreciative of the gesture.

ALCOHOL ORDINANCE UPDATE

On multiple occasions the District 14 Community Policing Unit along with the Fla. Dept. of Alcoholic Beverages and Tobacco conducted operations throughout the City of Lake Worth to target violators of the new 10 p.m. alcohol sales ordinance.

- The number of violators has been low and decreasing
- No stores have closed due to this ordinance
- New national chains are opening stores in the city

ENTERTAINMENT DISTRICT UNIT

Recogni-ing the need for sworn positions lost during the recession, the city and PBSO returned five to the contract. This allowed us to add two to the night shift and create the Entertainment District Unit. These deputies focus on the Downtown, Lake Worth Beach, Snook Islands and North/ South Bryant Park. Coverage is nearly 24 hours a day.

THANK YOU

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AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Clerk

EXECUTIVE BRIEF

TITLE:
South Palm Park Neighborhood Association update

SUMMARY:
Ms. Maryann Polizzi, South Palm Park President, will advise the Commission on activities in the neighborhoods.

BACKGROUND AND JUSTIFICATION:
At the City Commission meeting on July 20, 2010, the City Commission requested that all neighborhood associations provide an update. The last update from the South Palm Park Neighborhood Association was on November 10, 2015.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
NOVEMBER 1, 2016 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth, Florida.

1. ROLL CALL:

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

2. INVOCATION OR MOMENT OF SILENCE:

A moment of silence was offered by Commissioner Andy Amoroso.

3. PLEDGE OF ALLEGIANCE:

The pledge of allegiance was led by Commissioner Ryan Maier.

4. AGENDA - Additions/Deletions/Reordering:

Action: Motion made by Commissioner McVoy and seconded by Commissioner Maier to waive the rules to:

- Reorder Consent Agenda, Item C to New Business as Item C Resolution No. 56-2016 – create a C-51 Canal Advisory Committee; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Proclamation declaring November 12-20, 2016 as Hunger and Homelessness Awareness Week

Commissioner Maier read a proclamation declaring November 12-20, 2016 as Hunger and Homelessness Awareness Week.

B. Proclamation declaring November 2016 as Joey Bergsma Retinoblastoma Awareness Month

Mayor Triolo read a proclamation declaring November 2016 as Joey Bergsma Retinoblastoma Awareness Month.

Pam Bergsma accepted the proclamation and showed a video on an infant's eye dilation examination to detect retinoblastoma.

C. Recognition of Palm Beach County Fire Rescue Station 91 for Station of the Year award presented by Palm Beach County Chamber of Commerce

City Manager Bornstein announced that no one from the Palm Beach County Chamber of Commerce or County Fire Rescue were present and asked that this item be rescheduled to a future meeting.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to table this item to the December 13, 2016, meeting.

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

D. Customer Service Initiative

Marie Elianor, Finance Services Director, explained that the customer service initiative included addressing current customer service delivery, developing action items to address customer service issues, and implementing customer service changes that demonstrated the value of all City customers. She said members of the Customer Service Team (CST) would develop a mission/policy statement, determine customer touch points, determine customer groups, initiate customer focused service, and develop measurement tools. She commented that a draft mission statement was formed and explained that the CST's next steps would be to establish baseline data and develop a customer service action plan.

Comments/requests summaries:

1. Commissioner McVoy thanked the City Manager and Finance Services Director for the customer service initiative. He also thanked the Customer Service Supervisor and her staff.

2. Commissioner McVoy commented that there was a need to help residents understand what field employees were doing and to explain about City actions such as the reason for flushing fire hydrants. He suggested using a website multi-lingual assessment form.

3. Commissioner Amoroso thanked the Finance Services Director and suggested training be offered to supervisors.

4. Commissioner Amoroso suggested a "get to know you" program for employees to learn what other employees did for the City.

5. Commissioner Amoroso commented that a resident survey was done several years ago and suggested staff look at those results to learn how far the City had improved.

6. Mayor Triolo commented that she was pleased about the customer service initiative being done. She said she did not know if the draft mission statement addressed business owners who did not live in the City.

7. Vice Mayor Maxwell thanked the City Manager and Finance Services Director for moving forward with the initiative.

8. Vice Mayor Maxwell commented that there was dialogue years ago about outsourcing the Customer Service Division because of the terrible service being provided. He said employee customer service training paid off because the level of service improved.

9. Vice Mayor Maxwell suggested staff contact the 2-1-1 nationwide resource and information helpline to learn about their customer service.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Vice Mayor Maxwell: commented that there were a lot of children celebrating Halloween in his neighborhood on October 31, 2016, and said it was encouraging to see young families moving into Lake Worth; said he heard from Palm Beach Sheriff Office (PBSO) that the number of calls for service had been reduced since the City's 10 PM alcohol sale ordinance went into effect; thanked the Commission for the alcohol sale ordinance and the PBSO for their continued support; asked the City Manager to think about bringing the realtor community together for a meeting to discuss ways to promote the City and educate potential property owners about the City's lower electric rates.

Commissioner McVoy: said he heard residents' ongoing concerns about sober homes and the proposed bond issue for road improvements. He said residents had uncertainty about sidewalks, traffic calming, and pedestrian / bicycle lanes.

Commissioner Maier: said he attended a Treasure Coast Regional Planning Council meeting on October 21, 2016. At the meeting, he said he heard exiting statements from Ms. Lipman who had been a champion for clean water, a presentation about statewide initiatives to annex enclaves, and discussion about the Dixie Highway corridor. He said he and members from the Sister City Board also attended an October 22, 2016, fundraiser for Hurricane Mathew victims in Haiti. He announced an event for hunger on November 2, 2016, and a Homeless Awareness Breakfast event on

November 15, 2016. He commented that democratic presidential candidate Hillary Clinton spoke at Palm Beach State College on October 26, 2016, and encouraged everyone to vote on November 8, 2016.

Commissioner Amoroso: cited the two successful Halloween events held downtown last weekend and thanked the Royal Poinciana neighbors for helping with Evening on the Avenues. He announced his attendance at a Sober Homes Task Force and said its members were working aggressively to clean up the problem. He said he would attend a Hero in Task Force meeting on November 4, 2016. He invited everyone to attend the Day of the Dead event at the Art Amory to remember people who had passed on November 5, 2016. He also invited everyone to attend the City's Veterans Day Parade on November 11, 2016, and Flow Fest on November 5, 2016. He commented that the democratic presidential candidate staff had provided him with a Very Important Person (VIP) seat at the Palm Beach State College on October 26, 2016. He said he was invited to welcome democratic presidential candidate Hillary Clinton to the City.

Mayor Triolo: commented that she met with the Mayor of St. Marc, Haiti on November 1, 2016. She said the Mayor explained that he was one of three mayors in St. Marc, and he invited the Commission to come to Haiti to discuss St. Marc's needs. At 5:30 PM today, she said she flipped the Light Emitting Diode (LED) street lighting switch on the City Hall steps. She announced the solar array dedication at the former landfill would be scheduled soon. She said she also hosted a Lake Worth Got Talent fundraiser event for children. She commented that she attended the Metropolitan Planning Organization meeting, announced a $3 million traffic issue for Lake Worth was still "on the table", there was discussion about money set aside for flyover projects that were put on hold, and discussion about completing street projects.

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

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

Lynn Anderson said she was glad the democratic presidential candidate visited Lake Worth, but she attended the republican presidential candidate event. She commented that she communicated monthly with the City's Customer Service Division supervisor, and that customer service had come a long way. She said she just learned that the City would save $180,000 with the Light Emitting Diode (LED) street lights and thanked Commissioner Maier for the Hunger and Homeless Proclamation. During the upcoming holiday seasons everyone was grateful and thankful for a place to live and food on the table; however, the homeless did not have that. She said people should work towards a goal to help the homeless and not make their lives more difficult.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Greg Rice 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 – October 18, 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, less Item C.

A. Resolution No. 54-2016 – first amendment to the Fiscal Year 2017 budget

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

RESOLUTION NO. 54-2016, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY CAPITAL EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution No. 55-2016 – non-exclusive interlocal subscription agreement with the Florida PACE Funding Agreement

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

RESOLUTION NO. 55-2016 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR VOLUNTARY IMPROVEMENTS TO REAL PROPERTY, AS AUTHORIZED BY THE LEGISLATURE; RECOGNIZING AN ALTERNATIVE MECHANISM FOR THE FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH

THE FLORIDA PACE FUNDING AGENCY AND DIRECTING CITY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C. (Reordered to New Business as Item C) Resolution No. 56-2016 – create a C-51 Canal Advisory Committee

D. Professional Services Agreement (Special Magistrate Services) with Melissa Anderson

E. Pre-litigation settlements with South Florida Tri-Rail and individual claimants

F. Purchase Order with Palm Truck Centers, Inc. for an automated side loader truck for the Refuse Division

G. Purchase Order with Lou Bachrodt Freightliner for a Petersen RS3 Grapple Loader Refuse Truck

H. Final plat map application for Boutwell Business Center located at the northwest corner of Boutwell Road and 7th Avenue North

I. Ratify a board member to the City Tree Board

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:

There were no Unfinished Business items on the agenda.

12. NEW BUSINESS:

A. Memorandum of Understanding and Non-Disclosure Agreement with Florida Atlantic University ("FAU")

City Manager Bornstein explained that the agreement formalized a relationship between Florida Atlantic University (FAU) Southeast National Marine Renewable Energy Center (SNMREC) and the City to collaboratively explore development of ocean energy technology. He said

he contacted FAU and SNMREC about solar and diversified energy. He explained that the gulfstream was better and closer to the shore at Lake Worth, that the City had an old abandoned outfall sewer line offshore, and SNMREC's cables could be located inside those sewer lines. Approval of this issue meant that Lake Worth would be "put on the map" for companies to move to Lake Worth, which generated jobs.

Gabriel Alsenas, SNMREC General Manager, explained their history and said they were tasked with all marine renewable energy. He explained in detail the ocean current power in Florida and in other southeast states, reasons why there were no turbines, and ocean current energy industry. He said their role was to enable safe and responsible commercialization of marine renewable energy and cited major SNMREC contributions. He explained that the value of a partnership was to help companies refine concepts into viable products, establish offshore/onshore grid infrastructure to receive generated power, continue to identify and reduce barriers to siting, and create community ecosystem to support industry. He explained small scale offshore testing. He said the SNMREC had been measuring the gulfstream ocean current off Lake Worth's shore, and the area was selected for turbine testing. He commented that their vision was to open a pacific marine energy center in Hawaii.

Comment/request summary:

1. Mayor Triolo commented that the ocean current off Lake Worth was the most desirable.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the Memorandum of Understanding and Non-Disclosure Agreement with Florida Atlantic University.

Comments/requests summaries:

2. Commissioner Maier commented that the best coral reefs were off the coast of Lake Worth. He asked for more information about the affects this project would have on the fragile eco system.

   Mr. Alsenas replied that the term "offshore" meant miles from the shoreline and well beyond the fragile coral reefs.

3. Commissioner Amoroso asked about the testing equipment left behind after it was no longer needed.

   Mr. Alsenas replied that the equipment could be used as artificial reefs; however, there would be a need for the equipment for a long time.

4. Commissioner Amoroso asked if research was done to use the instruments left behind for marine habitats.

   Mr. Alsenas replied that research was done, and the instruments left behind would be used for marine habitats.

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. Resolution No. 57-2016 – authorize submission of an application for funding under the Renewable Energy and Energy-Efficient Technologies Grant Program

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

RESOLUTION NO. 57-2016 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, OFFICE OF ENERGY FOR FUNDING PROVIDED THROUGH THE RENEWABLE ENERGY AND ENERGY-EFFICIENT TECHNOLOGIES GRANT PROGRAM IN AN AMOUNT OF UP TO $400,000; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Resolution No. 57-2016.

City Manager Bornstein explained that the resolution authorized the submission of an application, for an amount up to $400,000, to design and install a multi-functional cable through the City's outfall pipe into the Atlantic Ocean as part of the development of a testing hub for ocean-generated energy.

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. (Formerly Consent Agenda, Item C) Resolution No. 56-2016 – create a C-51 Canal Advisory Committee

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

RESOLUTION NO. 56-2016 OF THE CITY OF LAKE WORTH, FLORIDA PROVIDING FOR THE CREATION OF A C-51 CANAL ADVISORY COMMITTEE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Resolution No. 56-2016.

Commissioner Amoroso explained that he requested this item be reordered to New Business because, in the past, there had been Commission discussion about the need for advisory boards. If approved, he asked that Commissioner McVoy be appointed to serve as the Committee's liaison because he was a scientist.

Comments/requests summaries:

1. Mayor Triolo explained that she requested this committee be created because there were a number of people who voiced their concerns and opposition to The Chain of Lakes Blueway Trail project. This project was bigger than the City--it was federal, which the City may or may not have any input. There should be a committee composed of residents who would be directly impacted by the project. The committee would be informational and a place where residents' concerns could be vetted. She advised that there was a lot of misconceptions about the project.

2. Commissioner Amoroso suggested sending a representative, from the dais, who would bring back accurate, unbiased information. This committee would be composed of residents who may not support the project. He requested Commission McVoy be selected as the Commission's representative to bring back information.

3. Commissioner McVoy commented that he would be happy to attend meetings and bring back information to the Commission, which should not preclude the City from creating its own advisory committee. He commented that he supported the creation of an advisory committee.

4. Mayor Triolo commented that this committee would be temporary and that another resolution would come before the Commission outlining the members' composition and their specific tasks.

5. Vice Mayor Maxwell suggested the Mayor serve as the Commission's committee liaison to bring back information.

6. Commissioner Maier commented that this would not be a new advisory board. The spirit of the issue was to create an informational committee specifically for residents affected by The Chain of Lakes Blueway Trail. He said residents wanted more information about the project. He

commented that both the Treasure Coast Regional Planning Council and Metropolitan Planning Organization had discussed this issue. The City's committee would provide residents with an opportunity to voice their concerns.

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

Peggy Fisher said she did not think the creation of any committee should be placed on the Consent Agenda. If this would be an informational committee, then the resolution should state that. Additionally, it should be clear what Lake Worth had to ability to say on the issue. She asked where the crime or sober home advisory committees were because those issues also affected Lake Worth residents, and not just residents impacted by a canal. The Commission should create committees for the purpose of addressing issues that impacted Lake W orth. She said she was concerned about the City not having any committee which addressed issues that affected residents.

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners McVoy and Maier. NAYS: Commissioner Amoroso.

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION:

1) Update on the electric utility system

No update on the electric utility system was provided.

B. CONSENT AGENDA:

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

C. PUBLIC HEARING:

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

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

15. CITY MANAGER'S REPORT

A. December 13, 2016 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Maier to adjourn the meeting 7:39 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: December 13, 2016

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

MINUTES
CITY OF LAKE WORTH
SPECIAL MEETING OF THE CITY COMMISSION
NOVEMBER 3, 2016 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:04 PM in the Casino Ballroom and Beach Complex, located at 10 South Ocean Blvd., Lake Worth, Florida.

1. ROLL CALL:

Present were Mayor Pam Triolo; Vice Mayor Maxwell; and Commissioners Christopher McVoy, Andy Amoroso, and Ryan Maier. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and Deputy City Clerk Melissa Ann Coyne.

2. PLEDGE OF ALLEGIANCE:

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

A Moment of Silence in remembrance of the police officers killed in Iowa was led by Commissioner Christopher McVoy.

3. NEW BUSINESS:

A. Sixth Addendum to the Law Enforcement Service Agreement

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the Sixth Addendum to the Law Enforcement Service Agreement.

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

Comments/requests summaries:

1. Mayor Triolo stated that the agreement added five Palm Beach Sheriff Office deputies and one crossing guard.

2. Commissioner Amoroso commented that there was a positive response to the additional deputies at the beach and downtown areas.

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

4. ADJOURNMENT:

Action: Motion made by Commissioner Amoroso and seconded by Vice Mayor Maxwell to adjourn the meeting at 6:07 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: December 13, 2016

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

MINUTES
CITY OF LAKE WORTH
CITY COMMISSION
WORK SESSION
NOVEMBER 3, 2016
IMMEDIATELY FOLLOWING A SPECIAL MEETING

The meeting was called to order by Mayor Triolo on the above date at 6:07 PM in the Casino Ballroom and Beach Complex, located at 10 South Ocean Blvd., 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, City Attorney Glen Torcivia, and Deputy City Clerk Melissa Ann Coyne.

2. UPDATES/FUTURE ACTION/DIRECTION:

A. Discussion on Proposed Fixes to the Casino Building

City Attorney Torcivia explained that since June 7, 2016, REG Architects (REG) had been working on a proposed solution to the leaky doors and drainage issues on the second floor of the Casino Building. He said the City's door and engineering experts reviewed REG's design and the northeast corner installation site, and they shared their comments and concerns with REG and the Morganti Group (Morganti).

The purpose of the meeting was to give REG and Morganti an opportunity to provide the City with their proposed fixes for the issues. He said the next step would be mediation to address the financial compo nent.

Robert Carlson of Lee Attorneys at Law represented the Morganti Group, spoke about the comprehensive redesign of the Casino Building developed in partnership with experts for the City; Will Smith, door expert, June Willcott, engineering expert and Jim Andrews, waterproofing expert.

Colin Price of REG Architects spoke about the overall scope of work; the deck, doors and thresholds; and the testing of the project.

William Smith addressed the wind resistance of the doors.

Stephen Sines of the Morganti Group spoke about the four-month long phases of the project.

Lengthy discussion ensued regarding the proposed project including the durability and cost of the products and proper drainage in the problem areas.

Comments/requests summaries:

1. Commissioner Amoroso recommended work begin in May after the tourist season.

   Mr. Carlson suggested working on the building's north side in March and April. He said the repair work would be done without cost to the City.

2. Vice Mayor Maxwell suggested the American's with Disability Act (ADA) doors be located completely under cover. The ADA doors in the north building would be the exit doors.

   Mayor Triolo recessed the meeting at 8:05 PM and reconvened at 8:39 PM.

3. City Attorney Torcivia commented that the Commission would give final direction at a future Commission meeting.

4. Mayor Triolo requested information about the timeline, associated costs, payments and long term maintenance be provided .

3. ADJOURNMENT:

Consensus: To adjourn the meeting at 8:44 PM.

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: December 13, 2016

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

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Clerk

EXECUTIVE BRIEF

TITLE:
Resolution No. 58-2016 - record the official results of the municipal bond referendum election

SUMMARY:
The Resolution record's the official results of the election held on November 8, 2016.

BACKGROUND AND JUSTIFICATION:
On November 8, 2016, the City held a municipal bond referendum election to consider authorizing the issuance of General Obligation Bonds in an aggregate principal amount not to exceed forty million dollars.

MOTION:
I move to approve/deny Resolution No. 58-2016 to record the official results of the municipal bond referendum election.

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

58-2016

RESOLUTION NO. 56-2016 OF THE CITY OF LAKE WORTH, FLORIDA, CERTIFYING THE OFFICIAL RESULTS OF A BOND REFERENDUM HELD NOVEMBER 8, 2016; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the Commission of the City of Lake Worth, Florida convened in a regular session on December 13, 2016, for the purpose of certifying the official results of the Bond Referendum Election, held on November 8, 2016.

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

Section 1. That the official results from the supervisor of elections, including the vote of absentee voters, are attached hereto as Attachment "A" and incorporated herein.

Section 2. That this Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____ _____
Pamela J. Lopez, City Clerk

Exhibit “A”

BONDS FOR ROAD IMPROVEMENT PROJECTS IN LAKE WORTH

	Vote Count	Percent
For Bond	7,008	69.15%
Against Bond	3,126	30.85%
Total	10,134	100.00%

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Clerk

EXECUTIVE BRIEF

TITLE:
Resolution No. 59-2016 - set the general election ballot for March 14, 2017

SUMMARY:
The Resolution sets the general election ballot in accordance with Article II Section 22 of the Code of Ordinances.

BACKGROUND AND JUSTIFICATION:
At noon on December 13, 2016, the qualifying period for candidates to file papers and pay fees to the City Clerk ended. Because the deadline for qualifying as a candidate is the same date as the Commission meeting, the Resolution will be presented to the Commission just prior to the meeting. The estimated cost for a budgeted general election is $26,015.

MOTION:
I move to approve/not approve Resolution No.59-2016.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution to be presented prior to the meeting

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	$26,015	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	$26,015	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: Funding for the election is from the FY 2017 budget accounts 001-1030-511-13-10 (Other Salaries/Part Time), 001-1030-511-49-10 (Other Current Charges /Obligations /Advertising) and 001-1030-511-49-50 (Other Current Charges/Obligations/Elections)

City Clerk	**Municipal General Elections**				
Account Number (s)	**Account Description (s)**	**FY 2017 Budget**	**Current Balance**	**Agenda Expenses**	**Remaining Balance**
001-1030-511-13-10	Other Salaries/ Poll Workers	15,600	15,600	(10,000)	5,600
001-1030-511-49-10	Other Current Charges/Advertising	1,392	1,392	(1,015)	377
001-1030-511-49-50	Other Current Charges/Elections	15,000	15,000	(15,000)	0.00

C. Department Fiscal Review: pjl

Resolution
will be presented at meeting

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Financial Services

EXECUTIVE BRIEF

TITLE:
Resolution No. 60-2016 – second amendment to the Fiscal Year 2017 budget

SUMMARY:
The Resolution appropriates existing fund balances from various funds.

BACKGROUND AND JUSTIFICATION:
On September 20, 2016 the City Commission adopted the Fiscal Year (FY) 2017 annual budget. If approved, the resolution will appropriate existing fund balances from the General Fund, CRA Fund, Building Fund, Beach Fund, Grant Fund, Capital Projects Fund, Electric Fund, Water Fund, Sewer Fund, Regional Sewer Fund, Refuse, Information Technology Fund and Fleet Service Fund to meet operational expenditures and re-appropriate incomplete approved capital projects from FY 2016.

Exhibit A to the resolution displays staff's requests to amend the FY 2017 annual budget.

MOTION:
I move to approve / not approve Resolution No. 60-2016.

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

60-2016

RESOLUTION NO. 60-2016, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING SEPARATE AND SEVERAL BUDGET AMENDMENTS AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS FUNDS AND DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") previously adopted the Fiscal Year (FY) 2017 Annual Operating Budget pursuant to Resolution No. 43-2016 on September 20, 2016; and amended via Resolution No. 54-2016 on November 1, 2016; and

WHEREAS, the City finds it is necessary and essential to amend the FY 2017 Annual Operating Budget as set forth in this Resolution; and

WHEREAS, adoption of the FY 2017 Annual Operating Budget amendments set forth herein serves a valid public purpose.

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

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

Section 2. As hereinafter stated in this Resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2016, and ending and including September 30, 2017.

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

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

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

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

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

Section 7. Except as amended in Exhibit "A" hereto, the remainder of the FY 2017 Annual Operating Budget for the fiscal year remains in full force and effect.

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

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Budget Amendment #2-December 13, 2016

Fund	Revenue		Expenditure	Rollover Budget	Comments
General Fund					
Community Sustainability	Fund Balance (FB)	$ 130,593	$ 130,593	$ -	Operating Expenditures-Assistant Director of Operations
Public Services	Fund Balance (FB)	$ 16,500	$ 16,500	$ -	Operating Expenditures-Emergency elevator repair
	Fund Balance (FB)	$ 31,879	$ 31,879	$ -	Operating Expenditures-Grant
	Fund Balance (FB)	$ 61,500	$ 61,500	$ -	Operating Expenditures-Contractual Service
City Clerk	Fund Balance (FB)	$ 45,000	$ 45,000	$ -	Operating Expenditures- Chambers & Conference Room Cameras, TV and Broadcasting
	Fund Balance (FB)	$ 25,000	$ 25,000		Operating Expenditures Contractual Service
Leisure Services	Fund Balance (FB)	$ 9,690	$ 9,690		Operating Expenditure-Open Space Master Comp Plan
Total General Fund		$ 320,112	$ 320,112	$ -	
Building Fund					
Community Sustainability	Fund Balance (FB)	$ 32,648	$ 32,648	$ -	Operating Expenditures-Assistant Director of Operations
Total Building Fund		$ 32,648	$ 32,648	$ -	
Grant Fund					
Public Service: Streets	Transfer	$ 634,644	$ 634,644	$ -	Transfer to Grant Fund
Water Utilities	Transfer	$ 30,000	$ 30,000	$ -	Transfer to Grant Fund
Community Sustainability	Transfer	$ 10,000	$ 10,000	$	Transfer to Grant Fund
Total Grant Fund Transfers		$ 674,644	$ 674,644	$ -	
Capital Projects Fund					
	Fund Balance (FB)	$ 1,103,706	$ 1,103,706	$ 1,103,706	Capital Expenditures
	Beach Fund	$ 58,000	$ 58,000		Capital Expenditures-Transfer
		$ 1,161,706	$ 1,161,706	$ 1,103,706	
Electric Utilities Fund					
	Fund Balance (FB)	$ 256,000	$ 256,000	$ 256,000	Operating Expenditures-Projects
	Fund Balance (FB)	$ 48,341	$ 48,341	$ -	Operating Expenditures-Purchasing Coordinator
	Use of Bond Proceed	$ 1,500,000	$ 1,500,000	$	Electric Systems Upgrade (26Kv)
	Fund Balance (FB)	$ 500,000	$ 500,000	$ -	CIAC Account authorization
	Fund Balance (FB)	$ 3,873,329	$ 3,873,329	$ 3,873,329	Capital Expenditures
		$ 6,177,670	$ 6,177,670	$ 4,129,329	
Water Utilities Fund					
	Fund Balance (FB)	$ 24,171	$ 24,171	$ -	Operating Expenditures-Purchasing Coordinator
	Fund Balance (FB)	$ 4,505,807	$ 4,505,807	$ -	Capital and Operating Expenditures
Total Water Fund		$ 4,529,978	$ 4,529,978	$	
Local Sewer Fund					
	Fund Balance (FB)	$ 891,192	$ 891,192		Capital and Operating Expenditures
	Fund Balance (FB)	$ 24,171	$ 24,171	$ -	Operating Expenditures-Purchasing Coordinator
Total Local Sewer Fund		$ 915,363	$ 915,363	$ -	
Regional Sewer	Fund Balance (FB)	$ 250,000	$ 250,000	$ -	MPS Pump Lift Station
Total Regional Sewer Fund		$ 250,000	$ 250,000	$ -	
Refuse Fund	Fund Balance (FB)	$ 612,447	$ 612,447	$ 93,331	Capital Expenditures
Total Refuse Fund		$ 612,447	$ 612,447	$ 93,331	
IT service fund					
Electric Fund	Transfer	$ 71,736	$ 71,736	$ -	Operating Expenditures-IT transfer
General Fund	Transfer	$ 163,559	$ 163,559	$ -	Operating Expenditures-IT transfer
Water Fund	Transfer	$ 10,881	$ 10,881	$ -	Operating Expenditures-IT transfer
Total IT Transfers		$ 196,176	$ 196,176	$	
Fleet Internal Service Fund					
	Fund Balance (FB)	$ 27,441	$ 27,441	$ 27,441	Capital Expenditures-FY16 CIP Vehicle Rollover
	Transfer	$ 75,000	$ 75,000		Capital Expenditures-FY17 CIP Vehicle
Total Fleet Internal Service Fund		$ 102,441	$ 102,441	$ 27,441	

AGENDA DATE: December 13, Regular Meeting **DEPARTMENT:** Financial Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 61-2016 - amend Fiscal Year 2017 Comprehensive Fee Schedule

SUMMARY:
The Resolution provides for the establishment and/or amendment of fees in the Leisure Services, Water Utilities, and Electric Utilities Departments.

BACKGROUND AND JUSTIFICATION:
On September 13, 2016, the City Commission adopted Resolution No. 44-2016 establishing the fees for City services and other charges for Fiscal Year 2016-2017 with an effective date of October 1, 2016.

The following changes are being submitted as the first amendment to the Fiscal Year 2017 fee resolution schedule:

a. Youth Flag Football: (new program) fee of $45
b. Adult Basketball, individual: (new program) fee of $50
c. Adult Basketball, team: (new program) fee of $550
d. Pickleball membership (monthly): new payment option of $10, monthly
e. Pickleball membership (season): $25, verbiage changed from (fall/spring) to season
f. Tennis membership (monthly): (new fee) $10, monthly
g. Tennis membership (season): (new fee) $25, seasonally
h. Senior Social Club (annual): (new program) fee of $25
i. Northwest Concession fee: (new fee) $150, per day or $500 for 4 days or more
j. Temporary Hydrant Meter: verbiage and fee change from 'minimum charge per month' at $214.06 to 'base facility charge' at $230.84
k. Electric verbiage edits in Exhibit B and reconnection fee inserted $140.00

MOTION:
I move to approve/deny Resolution No. 61-2016.

ATTACHMENT(S):
Fiscal Impact Analysis - not applicable
Resolution

RESOLUTION NO. 61-2016 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING RESOLUTION 44-2016; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution 44-2016 on September 13, 2016 establishing the original schedule of fees and charges for the 2016-2017 fiscal year for City services; and

WHEREAS, the City desires to amend the City-wide fee schedule to establish: Flag Football, Adult Basketball, Tennis Membership, and Senior Social Club, alter terminology for Pickleball Membership, alter terminology and amend fee for temporary hydrant meter, alter terminology for electric fees and insert reconnection of service fee; and

WHEREAS, the establishment of additional fees and charges to be added to the City-wide fee schedule serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2. The revised schedule of fees and charges are attached hereto as Exhibits ""A", "B", and "C" and incorporated herein are hereby adopted.

Section 3. Except as revised herein all other fees and charges adopted by the City remain unchanged.

Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

Section 5. If any provision of this resolution or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application and to this end the provisions of this Resolution are declared severable.

Section 6. This Resolution shall become effective upon adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on this 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)		
LEISURE SERVICES	**Recreation**	**Resident**	**Non-Resident**	**Deposit**
Athletic Fields	North West Ball Field	$ 30	$ 30	$ 100
	Sunset Park Multi- Purpose Field	30	30	100
	Howard Park Multi- Purpose Field	30	30	100
	Memorial Park Multi- Purpose Field	30	30	100
	Lights per hour (all Fields)	15	15	N/A
	Field Prep (football or soccer)	40	40	N/A
	Field Prep (baseball or softball)	25	25	N/A
	Field Dragging Baseball	12	12	N/A
Youth Activity /Sports				
(Per Season)	Youth Basketball	$ 70	$ 70	-
Changed from $75.00	Youth Soccer	80	80	-
	Youth Football	130	130	-
	Cheerleading	95	95	-
*	**Youth Flag Football**	**45**	**45**	
	Adult Flag Football Team	450	450	
@	**Adult Basketball-individual**	**50**	**50**	
1	**Adult Basketball Team**	**550**	**550**	
	Coaches Pitch Baseball Ages (7-8)	90	90	-
	Tee Ball Ages (4-6)	90	90	-
	Softball Girls Ages (6-10)	90	90	
	Summer Camp	500	500	-
2	**Pickleball Membership (monthly)**	**10**	**10**	
3	**Pickleball Membership (season)**	**25**	**25**	
4	**Tennis Membership (monthly)**	**10**	**10**	
5	**Tennis Membership (season)**	**25**	**25**	
6	**Senior Social Club (annual)**	**25**	**25**	
	Recognized Sports Providers 15 % charge	$ 10-25	$ 10-25	

Footnote / Explanation	
*	Flag Football-proposed new fee
@	Adult Basketball-individual-new fee
1	Adult Basketball Team-new fee
2	Pickleball Membership (monthly)-new fee
3	Pickleball Membershp (season)-change verbiage from (Fall/Spring) to (season)-
4 & 5	Tennis Membership (monthly) and (season): new fees
6	Senior Social Club (annual)-new fee

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
Utility Customer Services	Section 1. Deposits. (A) Generally Before any person shall be entitled to utility service, he/she or the entity must pay a security deposit to the City unless specifically waived herein. Any security deposit may be applied by the City at any time in satisfaction of indebtedness for utility services which may be or become due to the City by the customer. After such application, the remainder thereof may be applied in discharge of any indebtedness of the customer to the City whatsoever and the City may use said deposit as if the City were the absolute owner thereof. This deposit shall not preclude the City from discontinuing, for non-payment, any and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services. (B) Residential Service The initial service deposit for residential utility service in the name of an individual(s) shall be established by consumer information received from a centralized database containing credit and consumer data information pertaining to the payment history of utility bills and other services ("Consumer Information Check" hereafter). The source of the Consumer Information Check may be without limitation credit information, consumer information, credit scoring services, fraud detection, and criminal records provided by national credit reporting repositories, and national criminal record databases, and/or local county systems. The Consumer Information Check will determine the amount, if any, of the deposit required to establish service. The specific amount of the deposit shall be as follows: (1) Individual(s) whose Consumer Information Check suggests a substantial risk of delinquency shall pay a deposit of two and one-half (2.5) times the average or estimated monthly billing at the location rounded to the nearest Fifty Dollars ($50). (2) Individual(s) whose Consumer Information Check	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	suggests a moderate risk of delinquency shall pay a deposit of one (1.0) times the average or estimated monthly billing for electric service and/or Fifty Dollars ($50) for water service per unit. (3) Individual(s) whose Consumer Information Check suggests no risk of delinquency shall not be required to pay a deposit. The risk of delinquency shall be established based on information revealed in the Consumer Information Check as reviewed by the city and/or its designee. An individual(s) who fails to provide the proper identification as required on the application for service; who initially provides false information; or, who has no Consumer Information Check history, shall be charged the same deposit as those individual(s) whose Consumer Information Check suggests a high risk of delinquency. Once service is established, the City reserves the right to update an individual(s) Consumer Information Check and require a deposit or an increase in the deposit if the updated Consumer Information Check reveals an increase in risk of delinquency. The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification. Failure to pay the additional deposit amount may result in disconnection of service. The initial service deposit for residential utility service in the name of an entity (corporation, partnership, company, etc.) shall be as set forth below for Non-Residential (Commercial) General Service. (C) Non-Residential (Commercial) General Service <u>Electric</u> The initial service deposit for electric utility service shall be the greater of Two Hundred Seventy Five Dollars ($275) or two and one-half (2.5) times the monthly average or estimated bill	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	rounded to the nearest Fifty Dollars ($50). Water and/or Sanitary Sewer The service deposit for water and/or sanitary sewer service shall be the greater of Three Hundred Dollars ($300) or two and one-half (2.5) times the monthly average or estimated bill rounded to the nearest Fifty Dollars ($50). No non-residential (commercial) electric or water/sewer deposit shall be waived. However, deposits for service to any unit of federal, state or local government are waived as are deposits for service to any organization having a valid State of Florida tax exempt certificate as long as such organization is assessed no more than one (1) delinquent late fee in the most recent twelve (12) month period. In lieu of a cash deposit, a surety bond or an irrevocable letter of credit, as approved by the utility customer service manager or designee, may be accepted for non-residential (commercial) general service. Section 2. Deposit Review/Adjustment Policy. (A) Residential In addition to the City's reserved right to periodically update an individual(s)' Consumer Information Check and revise the required residential deposit accordingly, the City shall require an adjustment of a residential deposit balance under the following circumstances: 1. One (1) disconnect for non-payment; 2. One (1) dishonored check; 3. Four (4) delinquent payments within current twelve (12) month period; 4. Balance due on a prior final bill; 5. Evidence of Illegal Use; or, 6. Any other evidence to suggest a higher risk of	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	delinquency. If any of the above exist, the residential account balance shall be adjusted to the amount required for an individual whose Consumer Information Check suggests a high risk of delinquency. (B) Non-Residential (Commercial) General Service. The City shall require an adjustment of a non-residential deposit balance under the following circumstances: 1. One (1) disconnect for non-payment; 2. One (1) dishonored check; 3. Four (4) delinquent payments within current twelve (12) month period; 4. Balance due on a prior final bill; or, 5. Evidence of Illegal Use. If any of the above exist, the non-residential account balance shall be adjusted to the amount equal to two and one-half (2.5) times the recent monthly average or estimated bill rounded to the nearest Fifty Dollars ($50). (C) An existing customer may request a deposit status review and the review will be used to bring the account into compliance with the requirements herein. (D) The customer shall be notified, in writing, of any deposit adjustment and/or amount due the City. The amount due, if any, shall be paid within thirty (30) days of notification. Failure to pay the additional deposit amount may result in disconnection of service. Section 3. Refund of Residential Service Deposits. (A) Residential service deposits shall be refunded to the depositor(s) after a continuous service period of twenty-five (25) months provided that the customer has a satisfactory	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	payment record; the customer has not, in the previous twelve (12) months, made more than one (1) late payment of a bill; had a check returned for non-payment of a utility bill; has not engaged in any Illegal Use; left an unpaid balance from a previous account; and, does not have any other indebtedness to the City. (B) Refund of a deposit for an active utility account(s) shall be in the form of a credit to the corresponding account(s). Refund of deposit for closed accounts will be in the form of a check payable to the person or persons who established said utility deposit. In the event of a deceased depositor, refund will be to the estate or pursuant to Court order. Section 4. Commercial Deposits - Non-Refundable. No commercial deposit shall be refunded until the service(s) are terminated; the final bill is paid in full; and, any other indebtedness to the City is paid. Section 5. Interest on Deposits. Deposits paid to and held by the City of Lake Worth shall accrue simple interest. The interest on the customer's deposit shall be effective after the customer's service and the deposit have been in existence for a continuous period of six (6) months. The following procedure shall be utilized: (A) Deposit amounts shall be received and properly receipted in accordance with established procedures. (B) Each year, during the month of September, the City of Lake Worth shall establish the percentage rate to be applied on those monies on deposit on September 30 of that year. The percentage rate to be applied shall be based on the interest earned by the city for the deposits less a reasonable administrative fee for administration of the deposits. The City Manager shall be vested with the authority to approve the percentage rate to be applied and associated administrative fee.	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	(C) Each year during the month of October, the accrued interest shall be credited and applied to the customer's account as payment towards the current bill. If the monies have not been on deposit for the entire year, the credit will be adjusted to reflect the actual number of months that the monies have been on deposit.	
	Section 6. Service Charge.	
	(A) Initial Service or Transfer of Service.	
	(1) Initial application for utility service(s). This charge is due at the time of application.	**$17.00 per account**
	(2) Application for transfer of utility service(s) from one service address to another. This charge is due at the time of application.	**$17.00 per account**
	(B) Connections/Disconnections/Reconnections.	
	(1) Initial connection, transfer of service, or a connection for an existing account, PER METER:	
	(a) Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays. This charge is due at the time the service is requested.	**$35.00**
	(b) All other times where service is requested ~~by 10:00 P.M.~~ and service personnel are on duty and are available. This charge is due at the time the service is requested.	**$45.00**
	(2) Disconnection when terminating service:	**N/C**
	(a) Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays, no charge.	
	(3) Reconnection of service at meter after disconnection for non-payment or violation of a rule or regulation shall require full payment of the total outstanding balance and the appropriate reconnection fee to the City. The PER METER service charge shall be:	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	(a) Monday through Friday, 8:00 A.M. through 5:00 P.M., except holidays.	**$35.00**
	(b) All other times where service is requested ~~by 10:00 P.M.~~ and service personnel are on duty and are available. This charge is due at the time the service is requested.	**$45.00**
	(c) Following the second or subsequent disconnection for non-payment within a twelve-month period, and full payment of the outstanding balance and reconnect fee is received.	**$90.00**
	(d) In all cases where payment is received in full, service will be scheduled for reconnection. Same day service is not guaranteed.	
	(4) Reconnection of service at pole after disconnection for non-payment or violation of a rule or regulation, and when payment of the total outstanding balance plus re-connection fee has been received, PER METER:	**$140.00**
	(5) Temporary connection of service for Fairs, Exhibits, Constructions, Projects, Displays, etc., PER METER:	**$525.00**
	(a) Monday through Friday, 8:00 A.M. through 6:00 P.M., except holidays. This charge is due at the time of application.	
	(b) Service not available at other hours except by special arrangement with Director of Utilities.	
	(C) Special Handling of Billing Notices and Payments for Convenience of Customer.	
	(1) When payments are presented in person at the Customer Service office a convenience fee will be added to the required bill amount in order to offset the added costs of handling in person presentment of payments.	**$2.00 per bill**

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	(2) All credit card payments for utilities tendered through the City's internet payment portal or via telephone, will be surcharged a 1.2% credit card convenience fee. This fee is to offset the banking/interchange fees the City must pay for accepting of this payment method.	**1.2%**
	(D) Special Field Services for Convenience of Customer.	
	(1) When, for the convenience of the customer, a special trip has to be made to read a meter and/or to service Utility equipment because access to the Utility's meter/equipment is limited by a fence, porch, animal, or other encumbrance, for each such trip made.	**$30.00**
	(2) If service described in ~~(C)~~(D)(1) above requires the Utility to use a bucket truck, or other special equipment, for each such special trip made.	**$140.00**
	(E) Automatic Monthly Payment Program (Auto Pay)	
	(1) ~~Customers enrolling in the City of Lake Worth's Automatic Monthly Payment program and who thereby provide automatic payment authorization to the City (from their bank checking or savings account or other City authorized payment institution) allowing and directing the City to process automatic monthly payment of their City utility bill shall receive a one time credit on their City utility account in the amount of $25.00. This $25 participation incentive shall apply to all existing and new City utility customers. This participation incentive credit is limited to one per family account per service location. In the event the customer withdraws from the City's Automatic Monthly Payment program while still continuing to be a customer of the City of Lake Worth utilities, the $25.00 credit will be reversed and charged back to the customer within one year.~~	
	Section 7. Returned Checks. (A) A service charge of Twenty-Five Twenty Dollars ($25.00) if the face value does not exceed $50.00, Thirty Dollars	**$25.00**

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	($30.00), if the face value exceeds $50.00 but does not exceed $300.00, Forty Dollars ($40.00), if the face value exceeds $300.00, or five percent (5%) of the face amount of the check, whichever is greater, shall be charged for each check dishonored by the bank upon which it is drawn.	**$30.00** **$40.00 or 5% if greater**
	Section 8. Late Fees. (A) The City of Lake Worth shall charge a late fee to any customer whose payment is not received on the due date and to whom a reminder notice is mailed. The late fee shall be assessed and added to the bill at the time the notice is sent. (B) The late fee shall be charged on all residential, commercial and demand metered accounts. For those customers who need assistance in paying or tracking their bills, a duplicate late notice will be mailed to the customer designated third party at no additional charge. (C) Late fee may be waived for units of government where proof is presented that their normal structural payment requisition system extends beyond the due date.	**$11.00 or 1.5% of delinquent balance, whichever is greater**
	Section 9. Demand Transfers/Collection Charges. (A) Without notice, in the event that an applicant responsible for one or more active utility accounts creates, or in the past created, a delinquency which resulted in finalizing the account via customer request or force, the City of Lake Worth will transfer the delinquency to any of the applicant's present account(s) and will be treated as a "previous balance." This includes accounts where the previous applicant is benefitting from City service and the account is in a different name. (B) An inactive, delinquent utilities account may be referred by the City of Lake Worth to an attorney and/or collection agency after reasonable efforts have been made to collect the amount owing. If such a referral is made, reasonable attorney's and/or collection agency fees may be added to the customer's bill.	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	Section 10. Meter Testing and/or Meter Changes. (A) The City of Lake Worth routinely conducts a testing and maintenance program on its meters. (B) Upon request of the customer, the City of Lake Worth will test or change a meter. If the meter has been tested within the last two (2) years and a new test verifies satisfactory operation, a service charge will be charged to the customer's account.	**$65.00**
	Section 11. Meter Tampering/Current Diversion. Title to meters and metering equipment shall be and remain with the City of Lake Worth. Unauthorized connections to, or tampering with the City of Lake Worth's meter or meters, or meter seals, or indications or evidence thereof, subjects the customer to immediate discontinuance of service, prosecution under the laws of Florida, adjustment of prior bills for services rendered, and reimbursement to the City of Lake Worth for all extra expenses incurred on this account. The customer will be charged a field investigation charge and civil liability under section 812.14(5), Florida Statutes, as amended from time to time.	**$200.00**
	Section 12. Franchise Fees. The Monthly Rate of each rate schedule is increased by the specified percentage factor for each franchise area as set forth in the Franchise Fee Factors which are incorporated herein by reference and filed with the Florida Public Service Commission. This percentage factor shall be applied after other appropriate adjustments.	
	Section 13. Overhead/Underground Differential. Underground distribution system service is available. However, the cost of construction differential between underground service and normal overhead service as estimated by the City of Lake Worth shall be paid in advance by the customer.	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	Section 14. Underground Individual Service. Underground individual service, up to 200 AMP capacity, is available upon request by the customer. The cost of installation depends upon type of service, length and actual site conditions. As an alternative to paying Lake Worth Utilities for doing all of the work, the customer may provide all the necessary facilities (i.e. ducts, pedestals, pads, etc.), subject to the approval of the City of Lake Worth with the customer paying the balance of costs that the City of Lake Worth estimates are remaining. For service in excess of 200 AMP capacity, installation shall be by a licensed contractor in a manner approved by the Electrical Division of the City of Lake Worth. Section 15. General Area and Street Lighting. In areas where street lighting and/or private area lighting are not generally available, installation of such lighting service will be provided at the customer's expense. This cost will be a contribution in aid of construction, payable in advance. As an option, upon approval of the Electrical Division of the City of Lake Worth, installation may be by customer's contractor. Section 16. Special Conditions. If specific electrical service other than that stated above is required, the City of Lake Worth, at the customer's request, will provide such service based on the estimated cost of installing such additional electrical equipment. This estimated cost will be a contribution in aid of construction, payable in advance by the customer to the City of Lake Worth. All services shall be subject to the applicable rules, regulations and tariff charges of the City of Lake Worth, including service charges. Section 17. Miscellaneous. (A) Reimbursement for Extra Expenses The customer may be required to reimburse the City for all expenses incurred by the City on account of violations of the City's rules and regulations by the customer.	

EXHIBIT B

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)
ELECTRIC/WATER/ SEWER UTILITIES		**Costs**
	(B) Inspection of Customer's Installation All electrical installations or changes should be inspected upon completion by competent authority to insure that wiring, grounding, fixtures and devices have been installed in accordance with the National Electrical Code and such local rules as may be in effect. Where governmental inspection is required by local rules or ordinances, the City of Lake Worth cannot render service until such inspection has been made and formal notice of approval has been received by the City of Lake Worth from the inspecting authority. The City of Lake Worth reserves the right to inspect the customer's installation prior to rendering service and from time to time thereafter but assumes no responsibility whatsoever for any portion thereof. Rates for City utilities are adopted annually by separate resolutions. The FY 2016 - 17 resolutions are listed below.	
Electric Rates	Resolution ~~XX~~ 44-2016	
Water Rates	Resolution ~~XX~~ 53-2016	
Sewer Rates	Resolution ~~XX~~ 52-2016	
Stormwater Assessment Rates	Resolution ~~XX~~ 46-2016	
Garbage Assessment Rates	Resolution ~~XX~~ 45-2016	
Subregional Sewer Rates	Resolution ~~XX~~ 52-2016	
Footnote / Explanation		

EXHIBIT C

SCHEDULE OF FEES AND CHARGES FOR SERVICES

Originating Department	Description of Services Provided	Fees ($)		
WATER UTILITY	**WATER & SEWER UTILITY CHARGES**	Resident	Non-Resident	Deposit
Building Department	1. **Reserved Capacity Charges**: These fees are paid to the building department at the time of building permit issuance. Equivalent Residential Unit (ERU) shall be defined in accordance with the WUPP.[1]			
	Water Capacity Charge: per ERU	$ 3,659	$ 3,659	
	Sewer Capacity Charge: per ERU	$ 2,483	$ 2,483	
	Meter Size # of ERUs 5/8 x 3/4" 1 1" 2.5 1 1/2" 5 2" 10 3" 20 4" 40 6" 80			
	Upsizing of the meter: Current Service Initiation Fees for the upsized meter, less a credit for connection fees and other fees for the original meter.			
Customer Services	2. **Meter Set and Tap Fees:** Fees are paid to Customer Service at the time of a meter application. For sizes not listed, fee is based on actual costs determined by the City.			
	Meter Size / Meter Set Only / Tap and Meter Set ¾" / $241.50 / $1,360.00 1" / $336.00 / $1,486.00 1½" / $546.00 / $2,226.00 2" / $788.00 / $2,473.00			
	3. **Cancellation fee:**	$25.00 minimum or actual expense		
	4. **Asphalt repair:**	Actual Expense		
	5. **Sanitary sewer lateral and tap Fee:**			
	(0 -10 feet)	$2,500		
	(10 feet +)	Actual Expense Determined by City		
	6. **Temporary Hydrant Meter:**			
	Deposit	$ -	$ -	$525.00
	Activation Fee	$ 35.00		
	Application Fee	$ 17.00		
1	**Base Facility Charge**	**$ 230.84**		
	Fee to move a Hydrant Meter	$ 30.00		
	Contact Customer Service to Move Meter			

Footnote / Explanation	
W.U.P.P[1]	**Water Utility Policy and Procedures**
1	**Amended Change: December 13, 2016: Verbiage Change from Minimum Charge per month to Base Facility Charge. Additionally, fee change from approved 214.06 to 230.84**

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Financial Services

EXECUTIVE BRIEF

TITLE:
Resolution No. 62-2016 - authorize the process for the issuance of General Obligation Bonds in an aggregate principal amount not to exceed $40,000,000

SUMMARY:
The Resolution authorizes the process for the issuance of City of Lake Worth General Obligation Bonds in an amount not to exceed $40,000,000 to finance the cost of roadway improvements and provides for the authorization of the City Attorney and Bond Counsel to commence proceedings for the validation of the Bonds pursuant to Chapter 75, Florida Statutes.

BACKGROUND AND JUSTIFICATION:
On November 8, 2016, voters in the City approved a referendum authorizing the issuance of general obligation bonds for the exclusive purpose of improving local roadways and eliminating potholes. More than 69% of those residents voting cast ballots in favor of the bond issue.

The Resolution authorizes the process for the issuance of the general obligation bonds in the aggregate principal amount not to exceed forty million dollars ($40,000,000) for this sole purpose. It further provides for the rights of the holders of these bonds, the terms, execution, registration and form of the bonds, the City's taxing power to secure the bonds as described, the security for the bonds and the covenants and agreements related to the issuance of these bonds.

The general obligation bonds shall be payable from annual ad valorem taxes maturing no later than thirty (30) years from the date of each issuance and shall bear an interest rate not exceeding the maximum legal rate. The City shall receive funds for the project that shall be for used for the sole purpose of payment for costs associated with the roadway improvements. All expenditures to be funded under the general bond issue shall be reviewed by a citizens committee.

In addition, the City shall receive funds for debt service of the general obligation bond. All ad valorem taxes levied and collected from property owners shall be deposited into this fund. Debt service funds shall be disbursed solely for the payment of the interest on the bonds as it falls due, payment of the serial bonds at their respective maturities, payment of the amortization installments on the term bonds as they become due, and any charges related to paying bonds and interest incurred thereon, and for all other services related to the investment of these funds. Finally, the City shall receive funds to make required rebates to the United States Treasury. The City shall deposit funds into the rebate fund in an amount determined to be in accordance with the Internal Revenue Code 0f 1986, as amended.

As noted in SECTION 5.06. Validation of the Resolution, the City Attorney and Bond Counsel are authorized to commence proceedings for the validation of the Bonds pursuant to Chapter 75, Florida Statutes, in the Circuit Court in and for Palm Beach County, Florida.

MOTION:
I move to approve/ not approve Resolution No. 62-2016

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution

EXECUTION COPY

CITY OF LAKE WORTH, FLORIDA

GENERAL OBLIGATION BOND RESOLUTION

ADOPTED DECEMBER 13, 2016

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RESOLUTION NO. 62-2016

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $40,000,000 AGGREGATE PRINCIPAL AMOUNT OF CITY OF LAKE WORTH, FLORIDA GENERAL OBLIGATION BONDS TO FINANCE THE COST OF ROADWAY IMPROVEMENTS WITHIN THE CITY; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PLEDGING THE CITY'S FULL FAITH AND CREDIT AND TAXING POWER TO SECURE SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AND PROVIDIN G AN EFFECTIVE DATE.

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

ARTICLE I

STATUTORY AUTHORITY, DEFINITIONS AND FINDINGS

SECTION 1.01. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapter 166, Part II, Florida Statutes, Section 12, Article VII, of the Florida Constitution and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. The following terms shall have the following meanings herein, unless the text otherwise expressly requires. Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

"Act" shall mean Section 12, Article VII, of the Florida Constitution, Chapter 166, Part II, Florida Statutes, and other applicable provisions of law.

"Ad Valorem Taxes" shall mean the direct annual tax levied on all taxable property within the Issuer to pay debt service on the Bonds, as provided by Section 3.01 of this Resolution.

"Amortization Installment" shall mean, with respect to any Term Bonds, an amount designated by Supplemental Resolution for scheduled mandatory redemption of any Term Bonds.

"Authorized Investments" shall mean any of the following, if and to the extent that the same are at the time legal for investment of the Issuer's funds:

(1) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of Treasury of the United States of America;

(2) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(3) bonds, notes or other evidences of indebtedness rated "AAA" by Standard & Poor's Ratings Group ("Standard & Poor's") and "Aaa" by Moody's Investors Service ("Moody's") issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(4) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(5) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's and "P-1" by Moody's, and which matures not more than 270 days after the date of purchase;

(6) investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's and Aaa by Moody's;

(7) pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A) which are rated, based on the escrow, in the highest rating category of Standard & Poor's and Moody's or any successors thereto; or (B)(i) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (1) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which fund is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the

bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(8) units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to law as a legal depository of public moneys;

(9) certificates of deposit or time or demand deposits with a "qualified public depository" (as defined in Section 280.02(12), Florida Statutes) secured in the manner required by Chapter 280, Florida Statutes; and

(10) any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Section 163.01, Florida Statutes.

"Authorized Officer" shall mean the City Manager (or such person's designee), and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Board" shall mean the City Commission of the City of Lake Worth, Florida, or any successor thereto.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A. or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy, if any, issued by an Insurer guaranteeing the payment of the principal of and interest on the Bonds.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the Issuer's General Obligation Bonds authorized pursuant to the provisions of Section 2.01 hereof.

"Clerk" shall mean the City Clerk of the Issuer, or such other person as may be duly authorized to act on her or his behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Cost" shall mean, as the same relates to the Project, (1) the cost of acquisition or purchase, including the cost of property rights, easements and franchises of any

nature whatsoever; (2) the cost of construction; (3) the cost of any indemnity and surety bonds and premiums for insurance; (4) engineering, financial, legal and other consultant fees and expenses; (5) the cost of plans and specifications, surveys and estimates of costs; (6) costs and expenses of audits, fees and expenses of any Paying Agent, Registrar, trustee, issuer of a credit facility or a liquidity facility, Insurer or depository; (7) the cost of all labor, machinery, equipment and materials related to the acquisition and construction of the Project; (8) costs and expenses related to the issuance of the Bonds or other indebtedness related to the Project, all financing charges, and any expenses related to any liquidity facility or credit facility, including interest on Bonds held by the issuer of such liquidity facility or credit facility; (9) any other costs and expenses properly attributable to acquisition, construction or purchase of the Project, and such other expenses as may be necessary or incidental to the issuance of the Bonds; and shall include reimbursement to the Issuer or any other person, firm or corporation for any moneys advanced for any costs incurred by the Issuer or such person, firm or corporation in connection with any such items of cost.

"Debt Service Fund" shall mean the Debt Service Fund established pursuant to Section 4.01(A) hereof.

"Federal Securities" shall mean direct obligations of (including obligations held in book entry form on the books of) the Department of Treasury of the United States of America. Federal Securities shall also include any certificates or any other evidences of an ownership interest in the aforementioned obligations or in specified portions thereof (which may consist of specified portions of the interest thereon) if (1) a bank or trust company acts as custodian and holds the underlying obligations; (2) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying obligations; and (3) the underlying obligations are held in a special account separate and apart from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Issuer.

"Insurer" shall mean any municipal bond insurer established by Supplemental Resolution of the Board.

"Issuer" shall mean the City of Lake Worth, Florida, a municipal corporation and public body corporate and politic of the State of Florida, or any successor thereto.

"Mayor" shall mean the Mayor or Vice-Mayor of the City of Lake Worth, Florida, and such other person as shall be duly authorized to act on his or her behalf.

"Outstanding" shall mean, when used with reference to Bonds and as of any particular date, all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under agreement to replace lost, stolen, mutilated or destroyed Bonds under Section

2.06 hereof, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.05 and 2.08 hereof, (3) Bonds deemed to have been paid pursuant to Section 5.04 hereof, and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean the bank or trust company and any successor bank or trust company, appointed by the Issuer pursuant to this Resolution to act as Paying Agent hereunder.

"Project" shall mean acquisition and construction of roadway improvements within the Issuer.

"Project Fund" shall mean the Project Fund established pursuant to Section 3.02 hereof.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.01(C) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Registrar" shall mean such entity or person as the Issuer shall appoint pursuant to this Resolution to act as Registrar hereunder, and all successors and assigns thereto.

"Resolution" shall mean this resolution and all Supplemental Resolutions which may be hereafter duly adopted by the Board.

"Serial Bonds" shall mean the Bonds which shall be stated to mature in annual installments.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Board amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Section 5.01 or 5.02 hereof.

"Term Bonds" shall mean the Bonds all of which shall be stated to mature on one date and which shall be subject to mandatory redemption through the payment of Amortization Installments.

SECTION 1.03. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.04. THIS RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be

deemed to be and shall constitute a contract between the Issuer and such Holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal Holders of any and all of the Bonds, all of which shall be of equal rank andwithout preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided therein and herein.

SECTION 1.05. FINDINGS. It is hereby ascertained, determined and declared that:

(A) It is in the best interest of the citizens of the Issuer to provide for safe and efficient roadways within the Issuer.

(B) On November 8, 2016, a referendum was completed and the issuance of general obligation bonds was approved by a majority vote of the electors withinthe Issuer voting in said referendum.

(C) It is in the best interest of the citizens of the Issuer to issue the Bonds for the purpose of financing the cost of the Project.

ARTICLE II

TERMS, EXECUTION, REGISTRATION AND FORM OF BONDS

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF BONDS. This Resolution provides for the issuance of Bonds of the Issuer to be designated as "City of Lake Worth, Florida General Obligation Bonds".

The Bonds shall be dated as of the date of delivery of the Bonds to the purchaser or purchasers thereof or such other date as may be set forth by Supplemental Resolution; shall bear interest at a rate or rates not exceeding the maximum rate permitted by law, payable semi-annually, all as hereafter by Supplemental Resolution provided; and shall be issued as fully registered Bonds, in one or more series, numbered in such manner as shall be provided by Supplemental Resolution. The Bonds shall consist of such amounts of Serial Bonds and Term Bonds, be issued in such denominations, maturing in such years, not later than thirty (30) years from the date of issuance and in such amounts; shall be payable in such place or places; shall contain such redemption provisions; and shall have such Registrar and Paying Agents; all as the Issuer shall hereafter by Supplemental Resolution provide.

The principal of, and redemption premium, if any, on the Bonds are payable upon presentation of the Bonds at the office of the Paying Agent. Interest payable on any Bond on any interest payment date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day of the calendar month (whether or not a business day) next preceding the month in which such interest payment is due. In lieu of payment by check or draft, at the request and expense of a Holder of $1,000,000 or more in aggregate principal amount of Bonds, payment may be made by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 2.02. APPLICATION OF BOND PROCEEDS. The proceeds derived from the sale of the Bonds, including accrued interest, if any, shall be applied by the Issuer, simultaneously with the delivery of the Bonds to the purchaser or purchasers thereof, as follows:

(A) Accrued interest, if any, shall be deposited in the Debt Service Fund and shall be used for the purpose of paying the interest which shall thereafter become due on the Bonds.

(B) All costs and expenses in connection with the preparation, issuance and sale of the Bonds, including, without limitation, the fees and expenses of accountants, attorneys and financial advisors, and the premium for municipal bond insurance, if any, shall be paid by the Issuer to those persons who shall be entitled to receive the same.

Such amount may, at the option of the Issuer, be deposited in and disbursed from the Project Fund.

(C) All remaining funds shall be deposited in the Project Fund and used to pay all or a portion of the remaining Costs of the Project.

SECTION 2.03. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer by the Mayor and attested by the Clerk, and its official seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The facsimile signatures of such officers may be imprinted or reproduced on the Bonds. In case any officer whose signature shall appear on any Bonds shall cease to be such officer before the delivery or redelivery of such Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery or redelivery. Any Bonds may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bonds shall hold the proper office or the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signature of any persons who shall have been such officers at any time on or after the date of adoption of this Resolution notwithstanding that they may have ceased to be such officers at the time such Bonds shall be actually delivered.

SECTION 2.04. AUTHENTICATION. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.09 hereof.

SECTION 2.05. TEMPORARY BONDS. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.03, and deliver, upon authentication by the Registrar pursuant to Section 2.04 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver, and cause to be authenticated, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Bonds so surrendered shall be cancelled by the Registrar for the Bonds. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.06 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to pledge of the full faith and credit of the Issuer as provided in Section 3.01 hereof to the same extent as all other Bonds issued hereunder.

SECTION 2.07. PROVISIONS FOR REDEMPTION. The Bonds shall be subject to redemption as established by Supplemental Resolution.

Notice of such redemption shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of the Bonds and (B) shall be mailed first class, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the registered Holder of each Bond to be redeemed at the address shown on the registration books hereinafter provided for as of the fifth (5th) business day prior to such mailing. Failure to give any such notice by mailing as aforesaid or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds as to Holders for which no such failure or defect has occurred.

Each notice of redemption shall state: (1) the name of the issue and the CUSIP numbers of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, and (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the principal office of the Paying Agent at an address specified. Any such notice of redemption and the redemption of Bonds pursuant thereto may be conditioned upon the deposit with the Paying Agent on or prior to the date set

for such redemption of funds sufficient to effect such redemption on the designated date.

Within 60 days of the date of redemption, the Paying Agent shall give a second notice of redemption by mailing another copy of the redemption notice to the registered Holders of Bonds called for redemption but which have not been presented for payment within 30 days after the date set for redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall meet the following requirements; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above:

> Each further notice of redemption shall be sent by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company, New York, New York and Midwest Securities Trust Company, Chicago, Illinois) and to two or more national information services which disseminate notices of prepayment or redemption of obligations such as the Bonds (such information services now being Financial Information, Inc.'s "Daily Called Bond Service," Jersey County, New Jersey, Kenny Information Services "Called Bond Service," New York, New York, Moody's "Municipal and Government," New York, New York and Standard & Poor's "Called Bond Record," New York, New York).

The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least sixty (60) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than sixty (60) days prior to the redemption date by the Registrar, from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment thereof) such Bonds or portions of Bonds shall

cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the Redemption Price, plus accrued interest, if any. Each check or other transfer of funds issued by the Paying Agent for the purpose of the payment of the Bonds being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be transferred to the Registrar, who shall cancel and destroy such Bonds and who shall furnish a certificate of such destruction to the Issuer.

Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and cause to be authenticated, if necessary, and delivered to the Holder of such Bond without service charge, a new Bond or Bonds, of any authorized denomination as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds; and, upon presentation thereof for such purpose at said office, the Registrar shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Registrar may prescribe, any Bonds entitled to registration or transfer.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Registrar and Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving

payment of, or on account of, the principal, or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary. To assist the Registrar for the Bonds, the Issuer, in its discretion, may appoint one or more Co-Registrars for the Bonds by Supplemental Resolution.

The Registrar, in any case where it is not also the Paying Agent, shall forthwith (A) following the fifteenth day prior to an interest payment date; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds; and (C) at any other time as reasonably requested by the Paying Agent, certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and Clerk for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds during the fifteen (15) days next preceding an interest payment date on the Bonds, or, in the case of any proposed redemption of Bonds, then, in the case of Bonds to be redeemed, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

SECTION 2.09. FORMS OF BONDS. The text of the Bonds shall be in substantially the following form, with such omissions, insertions and variations, including any changes required to provide for book-entry only registration of the Bonds, as may be necessary or desirable and approved by the Mayor and the Clerk prior to the issuance thereof (which necessity or desirability and approval shall be presumed by such officers' execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R- $

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF LAKE WORTH, FLORIDA
GENERAL OBLIGATION BOND,
SERIES _____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	_____, ____	_____	_____

Registered Holder:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Lake Worth, Florida (the "Issuer"), a municipal corporation and public body corporate and politic of the State of Florida, hereby acknowledges itself to be indebted, and for value received, hereby promises to pay to the Registered Holder identified above, or registered assigns, as hereinafter provided, on the Maturity Date specified above, the Principal Amount identified above, and to pay interest on such Principal Amount from the Date of Original Issue identified above or the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____1 and _____ 1 of each year commencing _____ until such Principal Amount shall be paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

The Principal Amount and redemption premium, if any, on this bond will be payable upon presentation at the principal corporate trust office of_____, _____, _____, as Paying Agent. Interest on this bond shall be payable by the Paying Agent by check or draft to the Registered Holder in whose name such bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day of the calendar month (whether or not a business day) preceding the month in which the interest payment is due. In lieu of payment by check or draft, at the request and expense of a Registered Holder of at least $1,000,000 aggregate principal amount of Bonds, payment may be made by bank wire transfer for the account of the Registered Holder. This bond shall be payable, with respect to interest, principal and redemption price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This bond is one of an authorized issue of bonds in the initial aggregateprincipal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the purpose of financing the cost of roadway improvements in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, including, particularly, Chapter 166, Part II, Florida Statutes, Section 12, Article VII, of the Florida Constitution, and other applicable provisions of law, and a resolution duly adopted by the City Commission of the Issuer on December 13, 2016, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

In accordance with the terms of the Resolution, the Issuer haspledged its full faith and credit for the full and prompt payment of the principal ofand interest on the Bonds. A direct annual tax shall be levied upon all taxable propertywithin the Issuer to make such payments. Provision shall be included and made in the Issuer's annual budget and tax levy for the levy of such taxes, which tax shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the Issuer are assessed, levied and collected.

This bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the principal office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and Paying Agent may treat the Registered Holder of this bond as the absolute owner hereof for all purposes, whether or not this bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, in the case of Bonds to be redeemed, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption.

(insert redemption provisions)

Redemption of this bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent not more than sixty (60) days and not less than thirty (30) days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this bond in exchange for one or more Bonds

in aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Lake Worth, Florida, has issued this bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and attested to by the manual or facsimile signature of its Clerk, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

CITY OF LAKE WORTH, FLORIDA

(SEAL)

_____

Mayor

ATTEST:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the Issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

_____

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Insert Social Security or Other Identifying Number of Assignee

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint , as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The signature to this assignment must correspond with the name of the Holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III

SECURITY FOR THE BONDS

SECTION 3.01. PLEDGE OF AD VALOREM TAXES. The ad valorem taxing power of the Issuer shall be and is hereby pledged for the full and prompt payment of the principal of, redemption premium, if any, and interest on the Bonds. A direct annual tax, without limitation as to rate or amount, shall be levied upon all taxable property within the Issuer to make such payments. Provision shall be included and made in the Issuer's annual budget and tax levy for the levy of the taxes hereinbefore provided. Whenever the Issuer shall, in any year, have irrevocably deposited in the Debt Service Fund for the Bonds any moneys derived from sources other than the aforementioned property tax, said property tax may be correspondingly diminished; but any such diminution must leave available an amount of such taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of the principal of, redemption premium, if any, and interest on the Bonds falling due prior to the time that the proceeds of the next annual property tax levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the Issuer are assessed, levied and collected. The Issuer hereby irrevocably pledges such Ad Valorem Taxes to the payment of the Bonds.

SECTION 3.02. PROJECT FUND. The Issuer covenants and agrees to establish a separate fund or consolidated bank account in the manner provided in Section 4.01(E) hereof in a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, to be known as the "City of Lake Worth, Florida General Obligation Bonds Project Fund," which shall be used only for payment of the Costs of the Project. Moneys in the Project Fund, until applied in payment of any item of the Costs of the Project in the manner hereinafter provided, shall be held in trust by the Issuer and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

The Issuer and any Authorized Officer thereof are hereby authorized to make disbursements from the Project Fund to pay the Costs of the Project. The Issuer shall make such disbursement only upon receipt by the Clerk of a requisition or purchase order of an Authorized Officer stating (A) the requisition number, (B) the name and address of the person to whom the payment is to be made, (C) the amount to be paid, (D) the purpose on account of which the payment is to be made, showing the total amount to be paid, any amount previously paid, and the unpaid balance, (E) that the amount to be paid was properly incurred and is a proper charge against the Project Fund, and (F) that the amount requisitioned is due and unpaid.

Notwithstanding any of the other provisions of this Section 3.02, to the extent that other moneys are not available therefor, amounts in the Project Fund shall be applied to the payment of principal and interest on the Bonds when due.

The date of completion of the Project shall be determined by an Authorized Officer who shall certify such fact in writing to the Board. Promptly after the date of

the completion of the Project, and after paying or making provisions for the payment of all unpaid items of the Cost of the Project, the Issuer shall deposit any balance of moneys remaining in the Project Fund into the Debt Service Fund and redeem or purchase Bonds at the earliest possible date, or, provided the Issuer has first received an opinion of Bond Counsel to the effect that such use shall not cause interest on the Bonds to be included in gross income for purposes of federal income taxation or be in violation of the Act, such moneys may be used in such other manner as shall be determined by the Board.

ARTICLE IV

COVENANTS OF THE ISSUER

SECTION 4.01. COVENANTS OF THE ISSUER. For as long as any of the principal of and interest on any of the Bonds shall be Outstanding and unpaid or until provision has been made for such payment under Section 5.04 hereof, the Issuer covenants with the Holders of any and all Bonds as follows:

(A) Debt Service Fund. The Issuer covenants and agrees to establish with a bank or trust company in the State of Florida, which is eligible under the laws of such State to receive funds of the Issuer, a separate fund or a consolidated bank account maintained in the manner provided in Section 4.01(E) to be known as the "City of Lake Worth, Florida General Obligation Bonds Debt Service Fund".

(B) Disposition of Ad Valorem Taxes. All Ad Valorem Taxes levied and collected as provided in Section 3.01 of this Resolution shall be deposited into the Debt Service Fund. Moneys in the Debt Service Fund shall be disbursed for (i) the payment of the interest on the Bonds as such interest falls due, (ii) the payment of the principal of the Serial Bonds at their respective maturities, (iii) the payment of the Amortization Installments of the Term Bonds as the same shall become due, and (iv) the payment of the necessary charges for paying Bonds and interest thereon and for all other services relating to the investment of funds established hereunder or relating to the Rebate Fund.

The Issuer, in its discretion, may use moneys in the Debt Service Fund to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

At least three (3) business days prior to the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the Debt Service Fund sufficient moneys to pay such principal or Redemption Price, if applicable, or interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(C) Rebate Fund. The Issuer covenants and agrees to establish with a bank or trust company in the State of Florida, which is eligible to receive funds of the Issuer, a fund to be known as the "City of Lake Worth, Florida General Obligation Bonds Rebate Fund." Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Debt Service Fund), and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its certificate as to arbitrage and certain other tax matters related to the Bonds, including, but not limited to:

(i) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(ii) depositing the amount determined in clause (i) above into the Rebate Fund;

(iii) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(iv) keeping such records of the determinations made pursuant to this Section 4.01(C) as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described tax certificate may be amended without the consent of any Holder or the Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

(D) Investments. The Project Fund and the Debt Service Fund shall constitute trust funds for the purposes provided herein for such funds and accounts and shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security for such Holders. Such Funds shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State of Florida. Moneys on deposit in the Project Fund and the Debt Service Fund may be invested and reinvested, to the extent lawful, in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Project Fund and in the Debt Service Fund shall be retained in such respective fund.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

The Issuer shall at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Bondholders, any one or more of the funds established hereby. Such depository or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars ($50,000,000).

(E) Separate Accounts. The moneys required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, and

funds allocated to the various funds established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds as herein provided.

The designation and establishment of the various funds in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 4.02. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be or become subject to federal income taxation. The Issuer shall be entitled to rely on an opinion of Bond Counsel as to whether any action will cause interest on the Bonds to be included in gross income of the Holders thereof for purposes of federal income taxation.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and neither the Issuer nor any other person shall do any act or fail to do any act which would cause the interest on such Bonds to become subject to federal income taxation.

The Issuer hereby covenants with the Holders of the Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

SECTION 4.03. NO IMPAIRMENT. The pledge of the full faith and credit of the Issuer in the manner and to the extent provided in Section 3.01 of this Resolution shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Board. The Issuer will take all lawful action necessary or required to continue to entitle the Issuer to receive the Ad Valorem Taxes pledged in this Resolution as provided in Section 3.01 hereof and will take no action which will impair or adversely affect its receipt of said Ad Valorem Taxes.

SECTION 4.04. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Failure to pay the principal of, Amortization Installment or interest on any Bond when due.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of

any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

(C) Failure by the Issuer in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding.

SECTION 4.05. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders, and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk.

SECTION 4.06. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 4.07. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Resolution to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 4.08. CONTROL BY INSURER. Upon the occurrence and continuance of any default, the Insurer, if the Insurer shall have honored all of its commitments under its Bond Insurance Policy, shall be entitled to direct and control the enforcement of all rights and remedies granted to the Holders of the Bonds insured

thereby for the benefit of such Bondholders under this Resolution, including, without limitation: (i) the right to accelerate the principal of the Bonds as described herein and (ii) the right to annul any declaration of acceleration. The Insurer also shall be entitled to approve all waivers of events of default.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders, but upon prior written notice to the Insurer(which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution, as supplemented, or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things relative to the Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds. In making such determination, the Issuer shall not take any Bond Insurance Policy into consideration.

SECTION 5.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 5.02 and in Sections 5.01 and 5.03 hereof, the Insurer, or if no Bond Insurance Policy is in effect, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution. No Supplemental Resolution may be approved or adopted without the consent of all affected Bondholders which shall permit or require (A) an extension of the maturity of the principal of or the payment of interest

on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (D) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 5.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 5.02, the Issuer shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 5.02 to be mailed, and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 5.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 5.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

SECTION 5.03. INSURER'S CONSENT ON BEHALF OF BONDHOLDERS. For purposes of amending this Resolution pursuant to Section 5.02 hereof, an Insurer of Bonds shall be considered the Holder of such Bonds which it has

insured, provided such Insurer, at the time of the adoption of the amendment, shall not be in default under its Bond Insurance Policy. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds shall consent to the amendment as provided by this Section 5.03. At least 15 days prior to adoption of any amendment made pursuant to this Section 5.03, notice of such amendment shall be delivered to the rating agencies rating the Bonds. Upon filing with the Clerk of evidence of such consent of the Insurer or Insurers as aforesaid, the Issuer may adopt such Supplemental Resolution. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 5.02 hereof.

SECTION 5.04. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds, the principal of, or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Issuer's full faith and credit as provided in Section 3.01 hereof, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by it pursuant to this Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 5.04 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Federal Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with a bank or trust company at the same time shall be sufficient to pay when due the principal of, or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be. Except as hereinafter provided, neither the Federal Securities nor any moneys so deposited with such bank or trust company nor any moneys received by such bank or trust company on account of principal of, Redemption Price, if applicable, or interest on said Federal Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment when due of the principal of, or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Federal Securities and moneys for the deposited Federal Securities and moneys if the new Federal Securities and moneys are sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

In the event that the principal of or Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to the Bond Insurance Policy, such Bonds shall remain Outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of such Bondholders, including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

SECTION 5.05. GENERAL AUTHORITY. The members of the City Commission, the Clerk, the City Manager, the City Attorney and Bond Counsel and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full punctual and complete performance of all the terms, covenants and agreements contained in this supplemental resolution, necessary or convenient to accomplish any of the foregoing, and each member, employee, attorney and officer of the Issuer or the City Commission, the Clerk, the City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to execute and deliver any and all adequate papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 5.06. VALIDATION. The City Attorney and Bond Counsel are authorized to commence proceedings for the validation of the Bonds pursuant to Chapter 75, Florida Statutes, in the Circuit Court in and for Palm Beach County, Florida.

SECTION 5.07. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

SECTION 5.08. PARTIES INTERESTED HEREIN. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Insurer and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution contained by and on behalf of the Issuer shall be for the

sole and exclusive benefit of the Issuer, the Insurer and the registered owners of the Bonds.

SECTION 5.09. REPEALING CLAUSE. All ordinances and resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, either deemed inapplicable hereto or, if legally permissible, hereby repealed.

SECTION 5.10. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY OF LAKE WORTH, FLORIDA CITY COMMISSION THIS 13TH DAY OF DECEMBER, 2016.

CITY OF LAKE WORTH, FLORIDA

_____
Mayor

ATTEST:

_____
City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Manager

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EXECUTIVE BRIEF

TITLE:
Resolution No. 63-2016 – agreement for Property Assessed Clean Energy Program (PACE) with Green Corridor

SUMMARY:
The Agreement will authorize the Green Corridor to implement a PACE Program in the City. The PACE program is voluntary and open to property owners who wish to participate. There is no cost to the City for this program with the exception of a two year opt out fee if the City decides to no longer participate.

BACKGROUND AND JUSTIFICATION:
A PACE program is a local government initiative that creates private sector jobs in "green" finance, energy and construction fields. PACE allows property owners to finance energy efficiency and renewable energy projects in homes and commercial buildings (and in Florida wind resistance projects are specifically authorized). It is voluntary and community based, provides long term funding from private capital markets at low cost and needs no government subsidies or taxes. PACE raises property values by making buildings less expensive to heat and cool. Currently, 28 states, plus DC have adopted PACE legislation. PACE financing defrays the upfront cost of incorporating energy efficiency improvements such as insulation, heating and cooling systems, weatherization upgrades, and solar installation.

The financing is paid over a period of years at a low interest rate through an annual property tax assessment.

PACE is unique because it:

- Creates desperately needed local jobs.
- Uses private capital, not taxes or government subsidies
- Saves money for building owners and increases property values
- Is voluntary – not a government mandate
- Promotes energy security without driving up energy costs
- Avoids the need to build costly new power plants
- Transferable to subsequent property owners upon sale
- Reduces air pollution (for further detail please see www.pacenow.org).

MOTION:
I move to approve/deny Resolution No. 63-2016.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Resolution with agreement
Brochure

RESOLUTION NO. 63-2016 OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND JOINING THE CLEAN ENERGY GREEN CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.)(the "Bill"), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, the Bill authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the City Commission desires to join the Clean Energy Green Corridor PACE District in order to provide the up front financing to property owners for Qualifying Improvements and to enter into an interlocal with the District for the purpose of financing such improvements; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Lake Worth.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Creation of PACE Program. The City Commission hereby creates a PACE Program pursuant to Section 163.08, Florida, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

Section 3. Adoption of Interlocal Agreement. The City Commission hereby approves an interlocal agreement (the membership agreement) pursuant to Section 163.01, Florida Statutes between the City of Lake Worth and the Green

Corridor Clean Energy Property Assessed (PACE) District in substantially the form attached hereto as Exhibit "A," relating to the Clean Energy Green Corridor (the "Interlocal Agreement").

Section 4. Authorization. The Mayor is hereby authorized to execute the Interlocal Agreement.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit A

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND LAKE WORTH

This Membership Agreement (the "Membership Agreement") is entered into this ___day of _____, 20__ by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and Lake Worth, Florida, a [political subdivision] [municipality] of the State of Florida (the "City") (collectively, the "Parties") for the purpose of providing a PACE program within the City of Lake Worth.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on November 13, 2012, the City of Lake Worth adopted Resolution No. 56-2012 agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the city in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and the City of Lake Worth.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the city in accordance with Section 163.08, Florida Statutes, by virtue of the city's joining the Green Corridor as a non-voting member and utilizing the Green Corridor's existing program (the "Program").

3. Qualifying Improvements. The City of Lake Worth shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the city.

4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the city specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

5. Program Guidelines: The Parties agree that, unless the city desires to implement its own local program guidelines as described below, the Program to be offered in the city will be wholly governed by the Green Corridor's Program Guidelines. If the city desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the city. These local program guidelines shall be consistent with the Green Corridor's guidelines. The city may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the city's guidelines, the Green Corridor's guidelines shall control.

6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the city, which boundaries may be limited, expanded, or more specifically designated from time to time by the city by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the city to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the city as provided for above, those properties that have entered into a financing agreement or received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.

7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the city who obtain financing through the Green Corridor.

8. Amended and Restated Interlocal Agreement. The Parties agree that the city shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the city.

9. Responsibilities of the Green Corridor; Indemnification. The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the city.

10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the city has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program 's special assessments.

11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all city property owners that may utilize the Program.

12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ten (10) days prior written notice.

13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the city's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.

14. Voting Rights. The Parties agree that the city shall be a non - voting member of the Green Corridor for the term of this Membership Agreement.

15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director
Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

If to City of Lake Worth:
Mike Bornstein, City Manager
7 North Dixie Highway
Lake Worth, FL 33460

With a Copy to:
Chad Friedman, Attorney for Clean Energy Green Corridor
Weiss Serota Helfman Cole & Bierman, P.L
2525 Ponce de Leon Blvd.
Suite 700
Coral Gables, FL 33134

With a Copy to:
Glen Torcivia, Attorney for City of Lake Worth
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

16. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.

17. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

18. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.

19. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

20. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

21. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.

22. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

23. Venue. The exclusive venue of any legal or equitable action against the city that arises out of or relates to this Membership Agreement shall be the appropriate state court in Palm Beach County.

24. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

25. In accordance with Palm Beach County ordinance number 2011 - 009, the Green Corridor acknowledges that this Agreement may be subject to investigation and/or audit by the P alm Beach County Inspector General. The Green Corridor has reviewed Palm Beach County ordinance number 2011 -009 and is aware of its rights and/or obligations under such ordinance.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Membership Agreement on this ____day of _____, 20__.

ATTEST: GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

By:_____ By:_____
District Secretary Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman Cole &
Bierman, P.L., District Attorney

ATTEST: _____, FLORIDA

By: _____ By:_____
Pamela Lopez, City Clerk Pam Triolo, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

Florida Green Energy Works

Financing the Power of Florida.

A Florida Green Finance Authority

PROGRAM

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www.FloridaGreenEnergyWorks.com

The Florida Green Energy Works Program (the "Program") helps provide access to funding for communities to invest in energy- and cost-saving technologies and, in the process, create jobs and secure our energy independence.

How? Through our multi-faceted program and financing options that attract investors and unleash the power of the financial markets.

- **Easy To Opt In:** Your **community** can quickly and easily opt in to our existing interlocal Program to immediately access the most comprehensive, cost-effective and prudent energy finance options available.
- **More Funding Options:** Property owners can save money on **energy** costs starting from day one by accessing minimal-upfront-cost property-assessed clean energy (PACE) and total-cost-solution PACE3P℠ financing options.
- **Broader, Deeper Capital:** Our "open-market" financing Program leverages the full power of the market to facilitate an **investment** in capital improvements in your community on buildings both large and small.

Solutions For:

Communities | Business and Property Owners | Investors and Interested Partners

Why should a COMMUNITY join the Florida Green Energy Works?

Our superior "open-market" financing Program features a multitude of choices and financing alternatives for property owners that provide broad and deep access to capital. The "open-market" platform is preferred by local and national capital providers. More financing for projects means more jobs in the community and a stronger local economy. The EcoCity Partners team does all of the work designing, implementing and administering the program, saving the local government from having to invest significant time and resources to provide this community benefit.

Why would a PROPERTY OWNER want to access funding for a project?

Simple: The projects we help to facilitate require little or no upfront investment and enable the property owner to begin saving money immediately on energy costs. In fact, participants in our Program save more money **every year** than it costs to pay for the improvements.

Who else benefits?

The immediate benefit is to the local construction industry in the form of "green collar" jobs completing the property improvements. But the benefits extend from there – communities benefit from improving property values and by realizing greenhouse gas emissions reduction goals. Investors benefit from a competitive return on their long-term, secure investment. And the local economy as a whole improves by putting more cash in people's pockets that would otherwise be spent on wasted energy costs.

What are the Florida Green Energy Works Program financing options?

Our Program is designed to offer property owners multiple financing options. We believe that more choices are better for communities and customers, so we do not have a one-size-fits-all approach. We currently offer two primary options: PACE and PACE3P℠. Additionally, we can incorporate other financing strategies and alternatives, such as a community's existing revolving loan fund or a low-interest loan program through a community development financial institution (CDFI) for low-income communities. Additionally, we keep abreast of the newest financial program offerings available, such as Community Solar for financing innovative community-owned solar projects.

What is PACE?

We offer opt in ready access to our property assessed clean energy (PACE) program, which provides upfront capital to property owners to invest in energy-efficiency, renewable energy or wind-resistance improvements to their property. The property owner's participation is **entirely voluntary.** Our program simply puts in place the security and repayment mechanism using a centuries-old tool of municipal government finance: the non-ad valorem assessment. The Florida Legislature supplemented this authority through passage of 163.08, Florida Statutes, in 2010.

We partner with local governments by designing, implementing and administering PACE programs that provide upfront capital for property improvements with the repayment collected through the property owner's property tax bill. By law, the total non-ad valorem assessment costs paid over time must be less than the aggregate savings on energy costs. If the property is sold, the repayment obligation stays with the property and is assumed by the buyer – just like the obligation to pay taxes or utility bills stays with the property.

PACE can serve essentially as a way to pay future utility bills or insurance costs – at today's prices. In this way, property owners can invest in property improvements, helping them cut costs starting day one and giving them a return on their investment over years of savings.

What is PACE3P℠?

PACE3P℠ is a total-cost-solution for financing solar and other innovative technologies that are supported by tax incentives. Why is this needed? Because the overwhelmingly preferred technology to finance with PACE is rooftop solar photovoltaic (PV) and making it cost-effective requires a sophisticated approach. In fact, in the most active PACE program in the country in Sonoma County, CA, rooftop solar accounted for 60% of the funding and 40% of the improvements. California's state incentives help to bring the cost down, but most states do not have such strong state incentives. Also, the governmental tax incentives that exist to make solar affordable are not capable of being used equally by everyone. Even with PACE financing that would spread the cost of an investment in solar over terms up to 20 years, the cost may be prohibitive without efficient use of the tax incentives.

PACE3P℠ addresses this reality. This first-in-the-industry offering is comparable to innovative "solar leasing" programs. Here's how it works. Our third-party provider of PACE3P℠, Demeter Fund, raises project capital to buy, install and maintain rooftop solar systems. A property owner would enter into a PACE3P℠ Services agreement with Demeter Fund to install and maintain the rooftop solar system on the property owner's roof. The property owner enjoys the benefits of the rooftop system, which reduces the property owner's energy costs. The property owner would not need to spend any money upfront or any time or hassle with maintaining the system – all of this is done by Demeter Fund. Just like with PACE, the property owner's obligation is simply to pay Demeter Fund's services fee through a non-ad valorem assessment on the property tax bill. Also, as with PACE, the non-ad valorem assessment cost will be less than the savings on energy costs. And if the property owner sells the building, the value of the PACE3P℠ services and the payment obligation transfers to the new buyer. The result? More property owners can afford solar.

How does a property owner access funding?

Property owners that own property within a community that has opted into the Program can access funding by visiting our Program website at www.FloridaGreenEnergyWorks.com. There, the property owner will complete a web-based intake profile that will help to quickly determine eligibility. Upon intake and confirmation of eligibility, our team will work with interested applicants through the process of identifying project and funding options. See Appendix A for a chart that details our "open-market" financing process.

How does the financing work? Is there a bond issuance? How is the interest rate determined?

First, a bond issuance is not required. The Program's "open-market" financing process allows for multiple financing options, which may include a public bond issuance, a private bond placement or other financing arrangements between the Florida Green Finance Authority, property owners and investors.

The interest rate on the financing is determined in the "open-market" negotiation between the property owner and any number of potential capital providers. In this way, the property owner can shop for the best rate and method of financing for the property owner's particular circumstances. This process occurs either on a project-by-project basis or in aggregated transactions that leverage economies of scale.

Typically, the interest rate is based on the 10-year (for equipment with a 10-year useful life) or 20-year (for equipment with a 20-year or more useful life) U.S. Treasury Bond Rate plus a "yield spread premium" or "YSP". For example, if the U.S. Treasury Bond Rate is 2.5% and the selected provider's YSP is 4%, the interest rate on the financing will be fixed at 6.5%. Unlike other third party program aministators (TPAs), EcoCity Partners does not charge any additional YSP, nor is the Program burdened with expensive upfront legal fees and bond counsel retainer obligations. As a result, more projects are economically viable, the financing itself is cheaper to access and a greater number of property owners can access the Program.

Is there a cost to the community for opting into the Florida Green Energy Works Program?

It is free for a community to opt in to the program and the community could opt out at any time. If the community elected to opt out within the first two years, however, it would be obligated to pay a modest opt out fee to reimburse the EcoCity Partners team for the legal and set-up costs associated with bringing the community into the program. Alternatively, the community could pay the opt out fee upfront at a discount and opt out at any time.

It is free for communities to opt in. A community can also opt out at any time.

Are there risks to the community for opting in?

To the extent that there are risks, our approach is designed to mitigate those risks to the community, to property owners and to lenders. First, there is no direct risk to the local government's bond or credit rating – the financing is provided by private investors and is secured solely by the property owner's repayment obligation. Second, the Program requires that property owners obtain the consent of their senior mortgage holders before proceeding with a project financing. The issue of lender consent has caused residential PACE programs to be placed on hold pending a resolution of a dispute between local governments and PACE providers with the Federal Housing Finance Agency (FHFA) and the two government-sponsored enterprises (GSEs) it oversees, Fannie Mae and Freddie Mac, who collectively support over 90% of all new residential mortgages in the U.S. While lender consent is not required by Florida law, we believe this is a more prudent approach, ensuring that disputes do not arise between property owners and their existing lenders. This approach also engages – not alienates – the community banks and lenders who have already invested in projects in our individual local communities for years.

What tools does the Florida Green Energy Works Program provide to facilitate outreach and engagement?

Across the country, PACE providers have learned that the community's businesses and contractors are the best at getting the word out about all of the benefits of the program. But to complement these efforts, we are constantly incorporating effective outreach and engagement tools – like Program rewards and offerings – to enhance traditional marketing and new social media outlets.

What is the Eco-Certification Program?

One of the hallmarks of our Program is our Eco-Certification Program for businesses. This program, which can be offered in collaboration with the local chamber of commerce, provides a simple step-by-step guide for local businesses to identify areas of potential cost savings through simple modifications to business practices. Any business can join, even if they do not own a commercial building or do not qualify for financing in the PACE Program. The program rewards participating local businesses by recognizing their achievements with different certification levels and marketing their participation and achievements. The program also allows communities to gain deep insight into the energy use and conservation practices of a substantial part of the business community, which can lead to unique solutions to facilitate local economic growth. The Eco-Certification Program will demonstrate that businesses that conserve resources in their operations are not only helping the planet – they are making their own businesses more profitable and sustainable.

How does a community get started?

Our Program offers communities two choices: (1) immediate access to an opt in ready interlocal Program; or (2) create a new, customized program.

The interlocal Program exists for communities that do not have extensive resources to set up a program or to hire and pay a third-party provider for the cost of doing so. The interlocal Program allows communities to "opt in" and immediately begin accessing its benefits. The EcoCity Partners team was hired by the Town of Lantana to design this Program with funds secured from the State of Florida through from the U.S. Department of Energy (U.S. DOE). The Program features access to a Florida statewide commercial PACE program, to PACE3P℠, and to a voluntary green business certification program that is designed to support local Chambers of Commerce and engagement of the local business community. Accessing the Program is simple: a community need only pass a resolution agreeing to opt in to an Interlocal Agreement between them and other participating cities and counties. The EcoCity Partners team acts as the third party administrator of the Program and of the Florida Green Finance Authority that provides property owners with access to funding options.

Of course, if a community has the resources, EcoCity Partners could also be contracted to design a custom program from the ground up. While this would not provide access to shared cost-savings or the economies of scale that come from a partnership with other communities, it would provide enhanced input into program design allowing for customized program offerings.

See Appendix B for a chart detailing the Community Opt in & Implementation Process.

Opting in to the Florida Green Finance Authority is easy: a community need only pass a resolution to become a party to the interlocal agreement.

How do other providers' approaches differ? What is the Program's value-add?

There are three primary differences between our approach and those of other providers:

1 Choice: We offer *more choices* to property owners through our "open-market" financing Program.

First, other providers may bring a limited "consortium" or "one-size-fits-all" approach to financing rather than an "open market" approach. What's the difference? A consortium approach gives a property owner limited financing and/or vendor options to choose from instead of a marketplace of options. This limits competition, which can harm the cost of the financing. It also limits the market of property owners who can access the program. For instance, what if the sole lender's underwriting criteria would only facilitate financing of large properties? If financing for smaller properties is viable, an open-market approach ensures that they will get access to capital. A limited consortium approach stifles competition and innovation; an open-market approach does just the opposite.

2 Cost: Our cost structure is *cheaper* for communities and property owners.

Second, other providers may offer "free" opt in programs to local governments but this opt in may come with other costs. Those costs may be in the form of contract exclusivity for a defined term that precludes opt out or it may be recouped in the form of higher fees (like "jurisdiction cost-recovery fees") to property owners. Requiring local property owners to use specific vendors – who may be national vendors with no particular ties to the community – may also increase costs to property owners without achieving any benefit for local providers. As a result, communities should consider the fee structure in total when hiring a third party provider. Additionally, communities should pay close attention to the types of fees being charged. Are the fees charged as a "Yield Spread Premium" ("YSP") on the financing or rather as an administrative fee on the total collected amount? A YSP is charged as part of the interest rate, which drives up the cost of the financing, potentially significantly, and may have a detrimental effect on which projects qualify for funding. Administrative fees, comparable to what the tax collector charges as a percentage of the collected amount, will almost always be preferred as a cheaper alternative.

Program Costs Born By Property-Owner-Users

Fee	Competitor	The Florida Green Energy Works Program Advantage
Origination fees and closing costs	Project Fee: 3% "Jurisdiction Cost Recovery Fee" of $100 for every closing plus pass-through closing costs.	Project Fee: 2.5% plus pass-through closing costs.
Servicing Fees	0.5% YSP	No YSP 1% admin. service fee
Year 1 Costs per $100,000 financed:	$4,407	$3,263 (savings of $1,144)
Costs Over 20-Years per $100,000 financed:	$10,249	$4,988 (savings of $5261)

The Florida Green Energy Works Program is 26% cheaper in year 1 and 51% cheaper over the lifetime for property owners.

3 Prudent Approach: We take a *prudent approach* that we have developed based on our team's combined financial, legal and municipal experience.

Finally, as noted above, it is incorrect to say that certain programs pose zero risk to communities or property owners. Risks are present, but they can be mitigated with a prudent approach. The EcoCity Partners team has the broad mix of experience and expertise to ensure that these risks are addressed and the discipline not to cut corners or prioritize profit potential over risk mitigation.

The Florida Green Energy Works Program team

EcoCity Partners, L3C leads the Florida Green Energy Works Program team.
EcoCity Partners is a Florida-based company that creates public-private sustainability solutions.

The broader team is comprised of the following firms:

DEMETER FUND

ERIN L. DEADY, P.A.

ecochamber
people, planet, profit

Green Business Bureau
Green Business Certification

RENEWABLE FUNDING

Special District Services, Inc. · Public Private Partnerships · SDS

Some of the Program's financial supporters:

CLEANFUND

PNC

RBC Capital Markets®

WELLS FARGO

We also have a broader coalition of supporters and partners.

You can find an up-to-date list on our Florida Green Energy Works website at www.FloridaGreenEnergyWorks.com

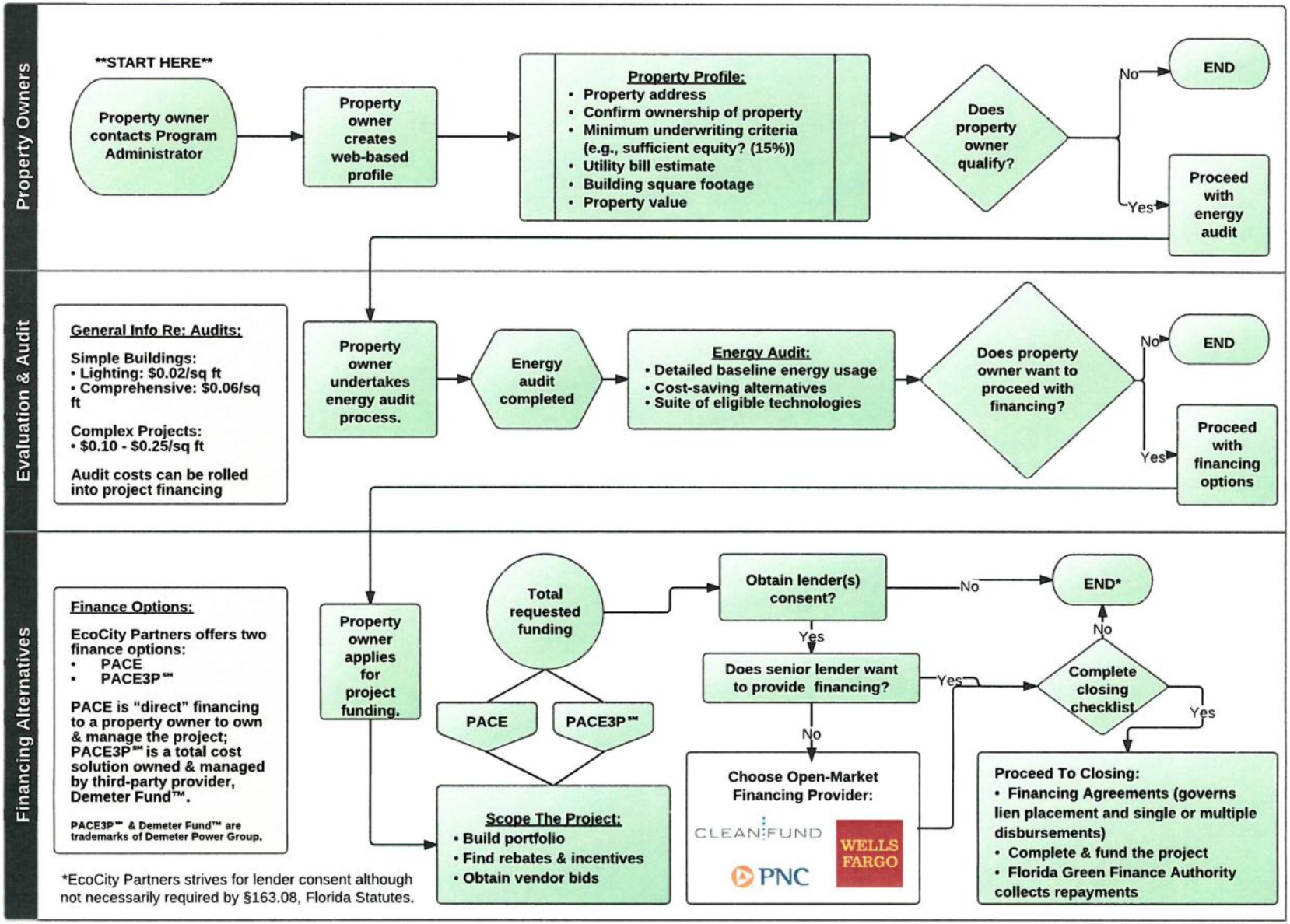
Contact Information

For more information, please visit:

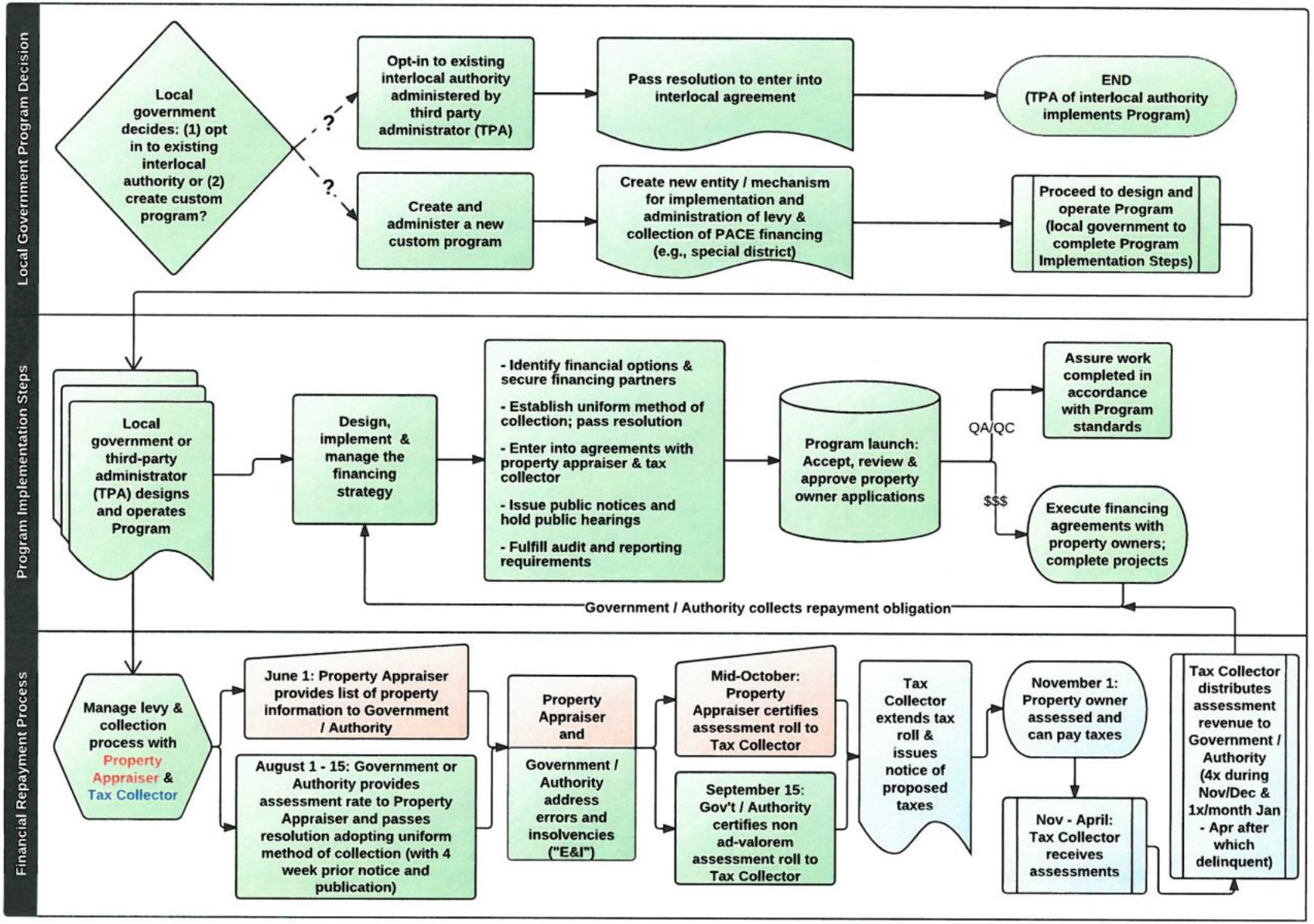
Florida Green Energy Works
www.FloridaGreenEnergyWorks.com

c/o EcoCity Partners, L3C
West Palm Beach, FL 33401
855-FL-WORKS (855-359-6757)

OPEN-MARKET FINANCING PROCESS



Community Opt-In & Implementation Process



AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:
Resolution No. 64-2016 - adopt a policy and procedure for addressing expired building permits within the City

SUMMARY:
The Resolution provides for a policy and procedure to allow voiding some permits and allowing further investigation of others for appropriate action.

BACKGROUND AND JUSTIFICATION:
The City's Land Development Code, section 23.2-21, requires a building permit to build, repair, or make changes to a structure. To obtain a building permit, a person must make application for a building permit; and, once approved, the building permit becomes active. The underlying work must have at least one inspection before the building permit can be closed out. Over the years, beginning in 2002, the number of permits that were not properly closed has grown to over 3,600 permits. Typically, most permits were not closed because the property owner failed to call the building department for a final inspection. This failure may be due to a number of reasons: the property owner is under the impression that the contractor closed the permit; the property owner never completed the work; or, the property owner did not comply with an intermediate inspection and chose not to close the permit. In any event, the City does not currently have the resources to research all of the expired permits and attempt to have them properly closed to ensure that the work was completed in accordance with the Florida Building Code and the City's Code in existence at the time the work was completed.

Therefore, staff is recommending that a policy be adopted which allows the Building Division to administratively resolve the backlog of expired permits by placing some expired permits in a "void status" effectively closing those permits. The remaining expired permits will be evaluated until all expired building permits are either administratively voided and closed or investigated further for potential enforcement. Voiding the permits will not confer a valid permit to the owners with the voided permits. The owners must continue to be in compliance with the code as it relates to their property and any improvements thereon. Further, the policy will not apply to property owners who have already received a notice of violation from the Code Compliance Division for an expired permit.

MOTION:
I move to approve/not approve Resolution No. 64-2016.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Resolution with Policy/Procedure

RESOLUTION NO. 64-2016 OF THE CITY OF LAKE WORTH CITY COMMISSION, ADOPTING A POLICY AND PROCEDURE FOR ADDRESSING EXPIRED BUILDING PERMITS WITHIN THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City's Land Development Code, section 23.2 -21, requires a building permit "to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or any outside area being used as part of the building's designated occupancy or erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Florida Building Code …"; and

WHEREAS, a person, who needs a building permit, is required to make application for the permit which includes, paying a permit fee for staff plan review, advertising, and staff inspections of the property during construction and after construction and/or repairs have been completed; and

WHEREAS, staff estimates that there are over 3,600 expired building permits that were never closed dating back to calendar year 2002, and that they usually expired in situations where final inspections were not scheduled by the applicant after the work was completed; and

WHEREAS, the City does not have the manpower to research all of the expired permits and attempt to have them properly closed out to ensure that the work was completed in accordance with the Florida Building Code and the City's Code in existence at the time the work was completed; and

WHEREAS, staff is recommending that the City Commission adopt a policy which allows staff to administratively resolve these issues by placing some of the expired permits in a "void status" effectively closing those permits and allows staff to evaluate remaining expired permits until all expired building permits are either administratively voided and closed or investigated further for potential enforcement; and

WHEREAS, administratively voiding expired permits does not in any way, and should not be construed to, confer a "valid" permit to the owner of the property with a voided permit and property owners must continue to be in compliance with the code as it relates to their property and any improvements thereon; and

WHEREAS, the Policy and Procedure, attached hereto, shall not apply to property owners who have already received a notice of violation from the Code Compliance Division; and

WHEREAS, passage of the Policy and Procedure, is a permissible police power, is in the best interest of the City, and serves a valid public purpose.

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

Section 1. The foregoing recitals are incorporated into this Resolution as true and correct statements.

Section 2. The "Policy and Procedure for Addressing Expired Building Permits" attached hereto as Exhibit "A" and incorporated herein, is hereby adopted by the City Commission, which may be amended from time to time hereafter by the City Manager upon recommendation from the Director of Community Sustainability.

Section 3. All resolutions or parts of resolutions in conflict with the provision of this Resolution are hereby repealed.

Section 4. In the event that any word, phrase, clause, sentence, or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence, or paragraph hereof.

Section 5. This Resolution shall take effect immediately upon its adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

EXHIBIT A

POLICY AND PROCEDURE

FOR ADDRESSING EXPIRED BUILDING PERMITS

Effective Date: _____
Adopted by the Lake Worth City Commission via resolution #_____

I. BACKGROUND, PURPOSE, AND POLICY

The City's Land Development Code, section 23.2-21, requires a building permit "to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or any outside area being used as part of the building's designated occupancy or erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the Florida Building Code …" The procedure in the Building Division of the Community Sustainability Department is to have a person make application for a building permit when constructing buildings or other structures or when making repairs. The application requires payment of a permit fee, which covers (1) the cost of staff plan review, (2) advertisement as applicable, and (3) the cost to have the property inspected by staff.

Over the years the number of building permits which have not been properly closed by the property owner has exacerbated and staff estimates that there are over 3,600 expired permits of varying degrees involving properties throughout the City. Many of the expired permits date back to as early as 2002 but the City does not have the manpower to research all of the expired permits and attempt to have them properly closed out. In addition, because the work done under the expired permits in most years may not now be up to the current Florida Building Code or City codes, it also places a burden on staff to determine whether to demand property owners to comply with the current codes.

This Policy and Procedure allows staff to administratively resolve these issues. This Policy and Procedure authorizes the placement of some expired permits in a "void status," effectively closing those permits. It also authorizes staff to evaluate other expired permits until all expired building permits are either administratively voided and closed or investigated further for potential enforcement. This Policy and Procedure does not in any way, nor should it be construed as, conferring a "valid" permit to the owner of the property with a voided permit. Instead, all property owners must continue to be in compliance with the code as it relates to their property and any improvements thereon.

This Policy and Procedure shall not apply to property owners who have already received a notice of violation from the Code Compliance Division unless specifically allowed by the Director of Community Sustainability.

The Policy and Procedure is a valid permissible police power, is in the best interest of the City, and serves a valid public purpose.

II. DEFINITIONS

The Building Division places permits in four categories: active, open, expired, and voided.

For the purposes of this Policy and Procedure, the categories have been defined as follows:

A. Active permits are permits that have been approved, issued, picked up, and are six months old or less.
B. Open permits are active permits that have had at least one inspection in the last six months but all inspections have not been completed.
C. Expired permits are:
   1. Permits that have been approved and issued more than six months ago, but NOT picked up; and,
   2. Permits that have been approved, issued, and picked up; but more than six months have gone by without an inspection.
D. Voided permits are expired permits that have been reviewed and classified by the Building Division as administratively closed.

III. PROCEDURE

A. Category 1.
   The Building Division shall classify expired permits which expired before calendar year 2014 as voided permits. The City will not issue a notice of violation to a property owner for having an expired permit once the permit has been classified as a voided permit. A property owner with a voided permit(s) shall not be deemed to have a "valid" permit; instead, the property must otherwise be in compliance with the code and all future work at the property will be required to comply with the code.

B. Category 2.
   The Building Division shall review expired permits, which expired in calendar years 2014 and 2015, and will determine, on a case by case basis, whether the permit should be investigated further or converted into a voided permit. If the permit is investigated further, and it is determined that the underlying work may create a life safety issue if not fully inspected and all permits properly closed, then the Building Division shall send a warning letter to the property owner providing ten (10) days to bring the permit into compliance with the code. If the permit is not brought into compliance, then the property owner shall be issued a notice of violation, and the City may pursue all legal remedies available under the law, including abating the code violation, fining the property, or filing an action

in circuit court. As used herein, "life safety issue" means an issue that could cause personal injury and/or property damage. Examples of a "life safety issue" include, but are not limited to, electrical or mechanical work; roof repair or replacement; structural work; and, major plumbing work which connects directly to the City's water or sewer system.

If the permit is investigated further and determined not to be a life safety issue, the Building Division may convert the permit into a voided permit or give the property owner a reasonable time to bring the permit into compliance. If the property owner is given a reasonable time to bring the permit into compliance but does not do so, then the property owner shall be issued a notice of violation, and the City may pursue all legal remedies available under the law, including abating the code violation, fining the property, or filing an action in circuit court.

C. Category 3.

All permits issued in calendar year 2016 prior to the effective date of this Policy and Procedure, and all currently active and open permits shall be reviewed by the Building Division. If the property owner does not properly close a permit issued in 2016, or does not timely close an active or open permit within six (6) months as required by the applicable code, the Building Division shall send a warning letter to the property owner providing ten (10) days to bring the permit into compliance with the code. If the property owner does not seek a reasonable extension of the permit or bring the permit into compliance, then the property owner shall be issued a notice of violation, and the City may pursue all legal remedies available under the law, including abating the code violation, fining the property, or filing an action in circuit court.

D. Category 4.

All permits issued after the effective date of this Policy and Procedure must remain active and open. If the property owner fails to timely close a permit, the Building Division may send a warning letter to the property owner providing ten (10) days to bring the permit into compliance with the applicable code. The Building Division is not required to issue a warning letter. In lieu of the letter, the Code Compliance Division may issue a notice of violation to the property owner. If the property owner does not seek a reasonable extension of the permit or bring the permit into compliance, the City may pursue all legal remedies available under the law, including abating the code violation, fining the property, or filing an action in circuit court.

*This Policy and Procedure shall be reviewed and/or revised administratively every two (2) years.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Resolution No. 65-2016 – agreement with the South Florida Water Management District (SFWMD) for Cooperative Funding Program grant funds

SUMMARY:
The Resolution provides for the use of $28,690 to purchase and install 15 automatic line flushers throughout the City's distribution system at locations that are at-risk for poor water quality.

BACKGROUND AND JUSTIFICATION:
At its meeting of May 5, 2017, the City Commission approved Resolution No. 24-2016 to submit an application to the SFWMD for funding under the Cooperative Funding Program (CFP). The City requested funding in the amount of $33,750 to advance the City's approved water conservation program. On September 9, 2016, the SFWMD announced that the City had been awarded $28,690 in CFP grant funding.

The new automatic line flushers will provide automated line flushing at set intervals to help maintain residual chlorine levels in the system and flush any settled particles in the main. This will help conserve water usage by eliminating the need for a larger flush that would use considerably more water. All deliverables included in the agreement are due by September 30, 2018.

The total cost of the project is estimated to be $67,500, of which the City will be receiving $28,690 over two years from SFWMD. The City will provide a total of $38,810 over FY2017 and FY2018.

MOTION:
I move to approve/not approve Resolution No. 65-2016

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution
CFP Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	30,000	37,500	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	14,345	14,345	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	15,655	23,155	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:

Water Utilities

Water & Sewer	(SFWMD) for Cooperative Funding Program Grant						
Account Number (s)	**Account Description**	**FY 2017 Budget**		**Budget Transfer**	**Available Balance**	**Agenda Expenses**	**Remaining Balance**
402-97XX-533-63.00	Grant-Imprv other than Bldg	N/A		Grant fund of $14,345		(14,345)	-
402-7034-533-64.00	Mach & Equip	30,000	(-)	budget xfer of $15,655		(15,655)	-
						(30,000)	

RESOLUTION NO. 65-2016 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND THE CITY FOR GRANT FUNDS PROVIDED THROUGH THE COOPERATIVE FUNDING PROGRAM IN THE AMOUNT OF $28,690; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to purchase and install automatic line flushing devices to advance its approved water conservation plan ; and

WHEREAS, the City has submitted an application to the South Florida Water Management District (SFWMD) for funding under the Cooperative Funding Program (CFP); and

WHEREAS, the SFWMD has announced an award of $28,690 in CFP funding for the City for this purpose; and

WHEREAS, the SFWMD has prepared an agreement that sets forth the terms and conditions for the use of these funds; and

WHEREAS, the City is required to provide a matching cost share of $38,810 for these Cooperative Funding Program funds ; and

WHEREAS, the City desires to enter into this agreement with the SFW MD for this purpose.

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

SECTION 1: The City Commission of the City of Lake Worth , Florida, hereby approves the agreement between the South Florida Water Management District and the City for grant funding made available through the Cooperative Funding Program in the amount of $28,690 for the purchase and installation of automatic line flushing devices.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute all related documents necessary for this purpose.

SECTION 3: Upon execution of the Resolution , one copy shall be provided to the Water Utilities Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This Resolution shall become effective upon adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

ORIGINAL

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
COOPERATIVE FUNDING PROGRAM
Water Conservation (WC)

Recipient: City of Lake Worth **Recipient's Project Manager:** Julie Parham **Address:** 301 College Street Lake Worth, FL 33460 **Telephone No:** (561) 586-1798 **Email:** jparham@lakeworth.org	**Agreement Number: 4600003510** **Governing Board Approval Date:** September 8, 2016 **District Funding Amount:** $28,690 **Contract Term: Oct. 1, 2016 – Oct. 31, 2018*** *** All deliverables are due by September 30, 2018**

SFWMD Project Manager: Natalie Kraft

Telephone No.: (561) 682-2196

E-mail Address: nkraft@sfwmd.gov

Contract Specialist:
Sharman Rose

Telephone No.:
(561) 682-2167

Fax No.:
(561) 682-5624

Address:
3301 Gun Club Road
West Palm Beach, FL 33406

Insurance: Not Applicable

Federal Employer Identification Number: 59-6000358

Project Title: CFP WC-2001 – Automatic Line Flushers

This **Agreement** is entered into between "the Parties," the South Florida Water Management **District**, **(District),** and the undersigned party, hereinafter referred to as the "**Recipient.**" The **Recipient** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **Agreement**, and shall abide by all legal, financial and reporting requirements, such as matching funds and final reports for all funding received by the **Recipient** from the **District**.

ARTICLE 1 – PROJECT

1.1 The **Recipient** shall, to the satisfaction of the **District**, fully and timely construct and perform all work items described in the "Statement of Work," hereinafter referred to as the "Project", attached hereto as Exhibit "A", and made a part of this **Agreement**.

1.2 As part of the deliverables to be provided by the **Recipient** under this **Agreement**, the **Recipient** shall substantiate, in whatever forum reasonably requested by the **District**, any supporting documentation utilized as a basis for payment by the **District**. This paragraph shall survive the expiration or termination of this **Agreement**.

1.3 Attached to this **Agreement** are the following exhibits, which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Payment and Deliverable Schedule
Exhibit C	Quarterly Status Report
Exhibit D	Final Project Summary Report
Exhibit E	Cost Breakdown Summary Sheet(s)

ARTICLE 2 – TERM OF THE AGREEMENT

2.1 The period of performance of this **Agreement** shall be the dates noted on the first page of this **Agreement.**

2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this **Agreement**.

ARTICLE 3 – COMPENSATION / CONSIDERATION

3.1 As consideration for the Project required by this **Agreement**, the **District** shall pay the **Recipient** the funding amount as specified on the first page of this **Agreement**. Such amount is a not-to-exceed amount and therefore, no additional consideration will be authorized. The **Recipient** shall provide *at least* fifty percent (50%) or more of the Project's total actual cost or the percentage set forth in the Payment and Deliverable Schedule (Exhibit "B"). In the event the project scope is achieved to 100 percent (100%) completion, as outlined in the Statement of Work, and total actual project costs are below the estimated total project cost, the **Recipient** may be eligible to receive up to the full award amount in the District's sole discretion, as long as the minimum fifty percent (50%) match of the total actual project cost is met by the **Recipient**. Payment will be made by the **District** for work authorized and completed between October 1, 2016 and September 30, 2018. The **District** will not

reimburse the **Recipient** for work that commences prior to the start of the **Agreement** or for work completed after September 30, 2018. The **Recipient** is responsible for any additional funds through either local revenues, grants, other appropriations, and/or other funding sources.

3.2 The **Recipient** assumes sole responsibility for all work, which is performed pursuant to Exhibit "A". By providing funding hereunder, the **District** does not make any warranty, guaranty or any representation whatsoever regarding any of the work performed hereunder, including but not limited to, the adequacy or sufficiency of all or any part of work described in Exhibit "A".

3.3 The **Recipient** hereby agrees *not* to use **District** funding for any work associated with the research, design and permitting aspects of the Project. **District** funds shall only be used for the non-capital costs for the purchase and installation activities described in Exhibit "A".

ARTICLE 4 – FUNDING PAYMENTS AND REPORTING

4.1 The **Recipient** shall provide a completed Quarterly Status Report attached hereto as Exhibit "C" within ten (10) business days of the following due dates December 31, 2016, March 31, 2017, June 30, 2017, September 30, 2017, December 31, 2017, March 31, 2018, and June 30, 2018. Reports shall provide detail on the progress of the Project; amounts expended to date per task and outline any potential issues affecting Project completion or overall schedule. In addition, on or before September 30, 2018, the **Recipient** shall provide a completed Project Summary Final Report, attached hereto as Exhibit "D" and the Final Reimbursement Request Package. Concurrent with delivery of the final deliverable(s), the **Recipient** shall provide certification that all work has been completed in accordance with Exhibit "A" of this **Agreement**.

4.2 The **District** shall make payment to the **Recipient** upon completion and acceptance of the deliverable(s) as described in the "Payment and Deliverable Schedule", and receipt of a fully documented reimbursement package. The **Recipient's** reimbursement request package shall contain the backup documentation required (see Attachment 1 to Exhibit B). The request shall include but is not limited to:

- **Recipient's** invoice (include the **District's Agreement** Number and Purchase Order number);
- Signed certification letter on **Recipient's** letterhead (signed by an authorized representative of the **Recipient**);
- Tasks completed per the **Agreement** (if all tasks finished, a statement indicating that the project is completed per the **Agreement**); and
- Vendor invoices/application for payment) for the **District Project Manager(s)** to ascertain that each deliverable in the invoice has been substantially complete.

The **Recipient** shall submit the final reimbursement request and Exhibit "D" on or before September 30, 2018. Failure of the **Recipient** to follow the instructions set forth in the

Agreement regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

4.3 **Recipient** shall send its invoices and attachments to **APInvoice@sfwmd.gov** and a copy to the **District** Project Manager. All invoices must reference the **Recipient's** legal name as authorized to do business with the State of Florida; **District's Agreement** Number and Purchase Order (PO) Number as specified on the cover/signature page of the **Agreement**; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **Recipient** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **Recipient's** name, Agreement number, and the PO number; 3) provide all required attachments with the invoice file, and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the **Recipient** must provide the above to the following address:

South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682

4.4 **Recipient** must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **Agreement** in order to receive prompt payment by the **District** as described in Section 218.70, F.S. **Recipient's** failure to follow the instructions set forth in the **Agreement** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **District**.

ARTICLE 5 – CONTRACT MANAGEMENT

5.1 The Parties shall direct all matters arising in connection with the performance of this **Agreement** to the attention of the **District Project Manager(s)** for attempted resolution or action. The **District Project Manager(s)** shall be responsible for overall coordination and oversight relating to the performance of this **Agreement**.

5.2 All notices under this **Agreement** shall be in writing and shall be deemed received if sent by electronic mail, overnight mail, or for cure and default notices, certified mail, to the respective addresses specified on the cover/signature page of the **Agreement**.

5.3 Should either Party change its address, written notice of such new address shall promptly be sent to the other Party.

5.4 All correspondence to the **District** under this **Agreement** shall reference the **District's Agreement** Number and PO Number.

ARTICLE 6 – TERMINATION / REMEDIES

6.1 It is the policy of the **District** to encourage good business practices by requiring the **Recipient** to materially perform in accordance with the terms and conditions of the **Agreement**. In accordance with Chapter 40E-7, Part II of the Florida Administrative Code, "Material Breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **Agreement**.

If the **Recipient** materially fails to fulfill its obligations under this **Agreement**, the **District** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **Recipient** shall have thirty (30) days to cure the breach. If the **Recipient** fails to cure the breach within the thirty (30) day period, the **District** shall issue a Termination for Default Notice. Once the **District** has notified the **Recipient** that it has materially breached its contract with the **District**, by sending a Termination for Default Notice, the **District's** Governing Board shall determine whether the **Recipient** should be suspended from doing future work with the **District**, and if so, for what period of time. Should the District terminate for default in accordance with this provision, the **District shall be entitled** to recover procurement costs in addition to all other remedies under law and/or equity.

6.2 The **District** may terminate this **Agreement** at any time for convenience upon thirty (30) calendar days prior written notice to the **Recipient**. The performance of work under this **Agreement** may be terminated by the **District** in accordance with this clause in whole, or from time to time in part, whenever the **District** shall determine that such termination is in the best interest of the **District**. Any such termination shall be effected by delivery of a Notice of Termination to the **Recipient**, specifying the extent to which performance of work under the **Agreement** is terminated, and the date upon which such termination becomes effective. In the event of termination, the **District** shall compensate the **Recipient** for all accepted work performed through the termination date. The **District** shall be relieved of any and all future obligations hereunder, including but not limited to, lost profits and consequential damages under this **Agreement**. The **District** may withhold all payments to the **Recipient** for such work until such time as the **District** determines the exact amount due to the **Recipient**.

6.3 In the event a dispute arises, which the **Project Manager**s cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

6.4 Notwithstanding anything in this **Agreement** to the contrary, the **District** reserves the right to terminate this **Agreement** immediately without notice in the event any of the representations contained in the **Recipient's** project application are found to be false or if the **Recipient** fails to complete the activities described in Exhibit "A", Statement of Work.

ARTICLE 7 – RECORDS RETENTION

7.1 The **Recipient** shall maintain records and the **District** shall have inspection and audit rights as follows:

A. Maintenance of Records. The **Recipient** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **Agreement**, including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **Agreement**.

B. Examination of Records. The **District** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **Agreement**. Such examination may be made only within five (5) years from the date of final payment under this **Agreement** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes. In the event the **District** should become involved in a legal dispute with a third party arising from performance under this **Agreement**, the **Recipient** shall extend the period of maintenance for all records relating to this **Agreement** until the final disposition of the legal dispute. All such records shall be made readily available to the **District**.

D. Periodic Audits. The **District** shall perform audits periodically to ensure funding objectives are being met.

7.2 Public Records

A. **Compliance with Florida Laws: Recipient** must provide public access to all records concerning this Agreement according to applicable Florida laws including Chapter 119, Florida Statutes. If **Recipient** asserts any exemptions to Florida's public records laws, Recipient has the burden of establishing and defending the exemption. Recipient's failure to comply with this section is a breach of this **Agreement**.

B. **Recordkeeping and Public Access:** Under Florida Statutes 119.0701(3)(a) [2016], a request to inspect or copy public records relating to a **District** contract for services must be made directly to the **District**. In addition, **Recipient** must: (1) keep and maintain public records required by the **District** in order to perform the service; (2) upon request from the **District's** custodian of public records, provide the **District** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the **Agreement** term and following completion of the **Agreement** if the **Recipient** does not transfer the records to the **District**; and (4) transfer, at no cost, to the **District**,

all public records in possession of the **Recipient** or keep and maintain public records required by the **District** to perform the service. If the **Recipient** transfers all public records to the **District** upon completion of the **Agreement**, the **Recipient** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Recipient** keeps and maintains public records upon completion of the **Agreement**, the **Recipient** shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the **District** upon request from the **District's** custodian of public records, in a format that is compatible with the information technology systems of the **District**. At the conclusion of the **Agreement** with the **District**, **Recipient** shall provide all applicable records associated with this **Agreement** on electronic media (CD-ROM or USB flash drive).

C. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER (561) 682-2729, EMAIL ADDRESS PUBLICRECORDS@SFWMD.GOV AND MAILING ADDRESS: 3301 GUN CLUB ROAD, WEST PALM BEACH, FL 33406.**

ARTICLE 8 – STANDARDS OF COMPLIANCE

8.1 The **Recipient**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **Agreement**. The **District** undertakes no duty to ensure such compliance, but will attempt to advise the **Recipient**, upon request, as to any such laws of which it has present knowledge.

8.2 The laws of the State of Florida shall govern all aspects of this **Agreement**. In the event it is necessary for either party to initiate legal action regarding this **Agreement**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims, which are justifiable in federal court.

8.3 The **Recipient** shall allow public access to all Project documents and materials in accordance with the provisions of Chapter 119 of the Florida Statutes. Should the **Recipient** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **Recipient**.

8.4 Pursuant to Section 216.347, F.S., the **Recipient** is prohibited from the expenditure of any funds under this **Agreement** to lobby the Legislature, the judicial branch or another state agency.

8.5 The **Recipient** has obtained, at its sole expense, all necessary licenses, authorizations and permits from the appropriate private party or federal, state, municipal or local agency, and other governmental approvals, prior to commencing performance of this **Agreement**. A delay in obtaining permits shall not give rise to a claim by the **Recipient** for additional compensation. If the **Recipient** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **Agreement**, each party to bear its own costs, notwithstanding other provisions of this **Agreement** to the contrary. The **Recipient** agrees to comply with the terms and conditions of all permits.

8.6 The **Recipient** hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or is otherwise subjected to discrimination in any activity under this **Agreement**. The **Recipient** shall take all measures necessary to effectuate these assurances.

8.7 The **Recipient** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statues. The **Recipient** shall not subcontract, assign, or transfer any other work under this **Agreement** without the prior written consent of the **District's** Project Manager. The **Recipient** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **Recipient** that the **District** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

8.8 Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the convicted vendor list may not submit a bid, proposal, or reply to a request to provide any goods or services related to the construction of the Project contemplated herein. **Recipient** also assures that it is not on the **District**'s Suspension of Contractors List. **Recipient** agrees to include a provision to this effect in all requests for proposals and subcontracts related to construction of this Project.

8.9 The **Recipient** shall comply with Chapters 215.473 and 215.4725, Florida Statutes, as amended. The **Recipient** further understands and accepts that this **Agreement** shall be either void by the **District** or subject to immediate termination by the **District** in the event there is any misrepresentation or false certification on the part of the **Recipient**. The **District**, in the event of such termination, shall not incur any liability to the **Recipient** for any work or materials furnished.

ARTICLE 9 – INDEMNIFICATION AND INSURANCE

9.1 For value received, which is hereby acknowledged, the **Recipient** shall, subject to the limits permitted in Section 768.28, F.S., defend, indemnify, save, and hold the **District**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **Recipient** and other persons employed or utilized by the **Recipient** in the performance of the **Agreement**. The **District** shall have the right to approve counsel selected by the **Recipient** to defend the

District in the event the **District** is named in any legal action. Pursuant to section 768.28, F.S., nothing herein shall require the **Recipient** to be liable for intentional or reckless acts or for actions committed in bad faith or malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, nothing contained here shall constitute a waiver by the **Recipient** of its sovereign immunity or the provisions of Section 768.28, F.S.

The **Recipient** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **Agreement**. This paragraph shall survive the expiration or termination of this **Agreement**.

ARTICLE 10 – RELATIONSHIP BETWEEN THE PARTIES

10.1 The **Recipient** shall be considered an independent contractor and neither party shall be considered an employee or agent of the other party. Nothing in this **Agreement** shall be interpreted to establish any relationship other than that of an independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this **Agreement**. Both parties are free to enter into contracts with other parties for similar services.

10.2 The **Recipient** shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this **Agreement** without the prior written consent of the **District**. Any attempted assignment in violation of this provision shall be null and void.

10.3 It is the intent and understanding of the Parties that this **Agreement** is solely for the benefit of the **Recipient** and the **District**. No person or entity other than the **Recipient** or the **District** shall have any rights or privileges under this **Agreement** in any capacity whatsoever, either as third party beneficiary or otherwise.

ARTICLE 11 – GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **Agreement** to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this **Agreement** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God or for any other cause of the same character, which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this **Agreement** shall otherwise remain in effect. This provision shall not apply if the Statement of Work, Exhibit "A" of this **Agreement** specifies that performance by the **Recipient** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **Agreement** shall be resolved by giving precedence in the following order:

(a) Terms and Conditions outlined in Articles 1-11

(b) Exhibit "A" Statement of Work
(c) Application
(d) All other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **Agreement** by the Parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other Party from performing any subsequent obligations strictly in accordance with the terms of this **Agreement**. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this **Agreement** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this **Agreement** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **Agreement**, to the extent the **Agreement** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **Agreement** may be amended only with the written approval of the Parties.

11.6 This **Agreement** states that all publicity/outreach media will be jointly planned by the **Recipient** and the **District** and any and all materials, events, or endorsements arising out of this award will require prior **District** approval.

11.7 This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this **Agreement** and any signatory hereon shall be considered for all purposes as original.

11.8 This **Agreement** states the entire understanding and **Agreement** between the Parties and supersedes any and all written or oral representations, statements, negotiations or **Agreements** previously existing between the Parties with respect to the subject matter of this **Agreement**. The **Recipient** recognizes that any representations, statements or negotiations made by **District** staff do not suffice to legally bind the **District** in a contractual relationship unless they have been reduced to writing and signed by an authorized **District** representative. This **Agreement** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this **Agreement** on the date written below.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

By: _____
Lennart J. Lindahl, P.E.

Date: _____

By: _____
Dorothy A. Bradshaw, Division Director
Administrative Services

Date: _____

SFWMD Procurement Approved:
By: _____ Date: 10/26/16

SFWMD Office of Counsel Approved
By: _____ Date: 10/31/16

Recipient's Legal Name: **CITY OF LAKE WORTH**

By Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

Approved for legal sufficiency.
FOR Glen J. Torcivia, City Attorney

EXHIBIT "A"
STATEMENT OF WORK

Automatic Line Flushers
City of Lake Worth

A. Introduction/Background

Automatic line flushers help maintain the quality of potable water in an area while reducing the amount of water wasted during a manual hydrant flush, which will help with conservation efforts. Automatic line flushers discharge directly below the location of the flusher onto the ground, through their own diffuser plate, which slows the velocity of the water and causes little to no erosion of soil, unlike traditional hydrant flushing which can erode an area. The automatic line flusher discharge velocities are controlled unlike traditional flushers that can shoot very far and disrupt a neighborhood. The footprint that the water flows on the automatic line flushers is very minimal and less disruptive to the community. The project will save an estimated 8.19 million gallons per year of water. The City of Lake Worth (Recipient or City) will also save operating costs through reduced employee hours used to manually flush the system, which occurs 3-4 times per year and can take 3 employees over a month-long period

B. Objectives

The City of Lake Worth is looking to purchase 15 new automatic line flushers in order to run automated flushing at set intervals to help maintain residual chlorine levels in the system, rather than a larger flush of the system using more water. This will also help to flush any settled particles in the main.

C. Scope of Work

The City of Lake Worth will purchase and install 15 automatic line flushers throughout the distribution system at locations that are at-risk for poor water quality due to dead ends and low usage in an area. In-kind services are not part of this scope of work.

D. Work Breakdown Structure

The work breakdown structure associated with this project is described below. Note that if the project is complete prior to the due date of a Status Report (Tasks 1-7), then Exhibit "D" shall replace the Status Report and subsequent Status Reports shall not be required.

Task 1 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: December 31, 2016

Task 2 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: March 31, 2017

Task 3 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: June 30, 2017

Task 4 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: September 30, 2017

Task 5 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: December 31, 2017

Task 6 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: March 31, 2018

Task 7 – Exhibit "C" Quarterly Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.
Due Date: June 30, 2018

Task 8 – **Recipient** shall purchase and install 15 automatic line flushers at locations that are at-risk for poor water quality.
Due Date: Upon Task Completion

Task 9 – Reimbursement Package & Project Summary Sheet (Exhibit "D"): **Recipient** shall submit to the project manager the reimbursement request package, to include but not limited to, signed certification letter that the project is complete per the contract, copies of vendor invoices, Exhibit "E" Cost Breakdown with documented man-hours, other in-kind services and any other documentation supporting payment.
Due Date: September 30, 2018

EXHIBIT "B"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

Automatic Line Flushers
City of Lake Worth

- A summary deliverable schedule associated with this project is set forth below.

- The **Recipient** shall submit all deliverables to the **District's** project manager. All deliverables submitted hereunder are subject to review by the **District**. The **Recipient** hereby agrees to provide the **District** all deliverables, data and information described in the Statement of Work.

- The **Recipient** shall provide quarterly progress reports summarizing a brief description of the current status of the project and the extent of project completion. Progress reports are due within 10 days of the due dates: December 31, 2016, March 31, 2017, June 30, 2017, September 30, 2017, December 31, 2017, March 31, 2018, and June 30, 2018. Reports will provide detail on the progress of the project and outline any potential issues affecting project completion. Progress reports shall be submitted on the Quarterly Status Report, attached hereto as Exhibit "C".

- Reimbursement Request Packages shall include but not be limited to, a copy of **Recipient's** invoice, signed certification letter that task(s) are complete per the contract, Exhibit "D" Project Summary Report, copies of vendor invoices, Exhibit "E" Cost Breakdown Summary[2] with documented man-hours, other in-kind services[3], and any other documentation supporting payment. Timely payment of invoices shall be contingent upon the District's review and acceptance of all invoice(s). Final payment is subject to the final project cost. The Reimbursement Request Package shall be submitted on or before September 30, 2018.

- Total reimbursement payment by the **District** for all work completed herein *shall not exceed* the amount of $28,690.00. All payments are subject to **District** fiscal year appropriations. The **Recipient** shall contribute funding in the amount of $38,810.00 or approximately 57 percent of actual costs. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task No.	Deliverable(s)	Invoice Date[1]	Report Due Date	District Not-To-Exceed Payment
1	Exhibit "C" – Quarterly Status Report	N/A	December 31, 2016	N/A
2	Exhibit "C" – Quarterly Status Report	N/A	March 31, 2017	N/A
3	Exhibit "C" – Quarterly Status Report	N/A	June 30, 2017	N/A
4	Exhibit "C" – Quarterly Status Report	N/A	September 30, 2017	N/A
5	Exhibit "C" – Quarterly Status Report	N/A	December 31, 2017	N/A
6	Exhibit "C" – Quarterly Status Report	N/A	March 31, 2018	N/A
7	Exhibit "C" – Quarterly Status Report	N/A	June 30, 2018	N/A
8	Purchase and install 15 automatic line flushers at locations that are at-risk for poor water quality	Upon Task Completion	Upon Task Completion	$28,690.00
9	Reimbursement Request Package & Project Summary Report (Exhibit "D")	September 30, 2018	September 30, 2018	N/A
			Total District Funding	$28,690.00
			Total Project Cost	$67,500.00

[1]The deadline for the Reimbursement Request Package submittal is on or before September 30, 2018 for reimbursement, *no exceptions*.
[2]Exhibit "E", Cost Breakdown Summary sheet will be sent electronically for Recipients use during the contract period.
[3]Ineligible in-kind services include non-paid volunteer hours; educational programs and materials, such as coloring books, stickers, etc.; waived fees; or an individual's entire annual salary. Exception is the required educational component for flapper toilets.

EXHIBIT "C"
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
COOPERATIVE FUNDING PROGRAM
WATER CONSERVATION

QUARTERLY STATUS REPORT

Contract Number: 4600003510	**Purchase Order Number:**
Reporting Quarter: 1 ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **6** ☐ **7** ☐	
Project Title: Automatic Line Flushers	**Funding Recipient:** City of Lake Worth
Installations/Rebates per agreement: 15	**Installations/Rebates to date:** _____
Other requirements per agreement: _____	**Percent Complete to date:** _____
Overall status of project (check one): ____ On Schedule ____Behind Schedule (Explain why and if the scope will be completed by 09/30/18) **Project summary (to date):**	
Recommended Actions:	
Submitted by:	**Title:**
E-mail:	**Date:**
Report Submittal and/or Questions: Please e-mail Natalie Kraft at nkraft@sfwmd.gov	
SFWMD Staff Only: **Date Received:** **by:**	
Project Status: ☐ Commenced ☐ On Schedule ☐ Behind Schedule ☐ Completed ☐ Closed	

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
COOPERATIVE FUNDING PROGRAM
WATER CONSERVATION

EXHIBIT "D"
Project Summary

Automatic Line Flushers
Project Title

Julie Parham
Recipient Project Manager

4600003510/950000
SFWMD Contract / PO Numbers

City of Lake Worth
Recipient Name (Project Owner)

Type of Water Conservation Project	Project Start Date	Project End Date	Proposed Water Savings

Was the original project scope fulfilled per the District Purchase Order? ☐ Yes ☐ No If no, provide an explanation below.

COST FOR THIS PROJECT		
	Contract Amounts	**Actual Costs**
Total Project Cost	**$67,500.00**	**$**
FUNDING BREAKDOWN FOR THIS PROJECT		
District Funding	**$28,690.00**	**$**
Local Funds	**$38,810.00**	**$**
Other Funding Source / In-kind Services From:		**$**
TOTAL PROJECT COST	**$67,500.00**	

To the best of my knowledge, the above information is correct.

_____

Entity Project Manager

-All supporting documentation is to be included to support Actual Costs and Actual Water Savings for this project as specified in the deliverables table. Supporting documentation is to include but not limited to, copy of Entity invoice, Entity signed completion letter, copies of vendor invoices, Exhibit "E" with documented man-hours, other in-kind services, and any other documentation supporting payment.

Project Overview:

Provide a brief project summary below. Feel free to continue your responses on additional sheets if needed. Describe original scope of work verses what was actually completed. If applicable, explain why the original scope was not completed. If your project scope was completed under budget, please briefly explain why. How was this Project executed/implemented?

Device Purchased and Installed / Rebates Processed	Number of Devices / Rebates Proposed in Application	Number of Device / Rebates Actually Installed / Processed	Number of Dwelling Units (residences) or Facilities Affected	Cost per unit	Total Cost

Estimated Water Savings:

Show how estimated water savings for this Project was calculated if actual water savings are not available.

To the best of my knowledge, the above information is correct

_____

Entity Project Manager

-All supporting documentation is to be included to support Actual Costs and Actual Water Savings for this project as specified in the deliverables table. Supporting documentation is to include but not limited to, copy of Entity invoice, Entity signed completion letter, copies of vendor invoices, Exhibit "E" with documented man-hours, other in-kind services, and any other documentation supporting payment.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 66-2016 - Local Agency Program agreement with Florida Department of Transportation for use of Transportation Alternative Program funds

SUMMARY:
The Resolution sets forth the terms and conditions for the use of $729,512 in grant funding for construction of a pedestrian and bicycle trail on 5th Avenue South between South A Street and South F Street. The total cost of the project is $793,170.

BACKGROUND AND JUSTIFICATION:
At its meeting of April 2, 2013, the City Commission approved Resolution No. 20-2013 authorizing the submission of an application to Palm Beach Metropolitan Planning Organization (PBMPO) for grant funds under the 2013 cycle of the Transportation Alternative Program for funding that will become available from the Florida Department of Transportation (FDOT) in Fiscal Year 2016-2017. The application requested an estimated $750,000 for the development of a pedestrian and bicycle trail in the unimproved right-of-way of 5th Avenue South between South A Street and South F Street.

The City received notification from the PBMPO and the FDOT in August 2013 that the project had been recommended for funding in an amount not to exceed $773,000. As a condition for the receipt of these funds, the City would have to attain Local Agency Program project-specific certification, a lengthy process to demonstrate that the City has the capacity to conduct the project in accordance with applicable federal regulations.

On July 18, 2016, the City received notice of its Local Agency Program project-specific certification from the FDOT for this project. The City is required to provide a local cost share of $63,658, and will be responsible for any expenses in excess of the grant award total for the project. The project must be completed by December 31, 2018.

MOTION:
I move to approve/ not approve Resolution No. 66-2016

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution
Agreement
Funding Request

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	396,585	396,585	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	364,756	364,756	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	31,829	31,829	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services	**5th Avenue South (Greenway) Proj- From South A & South F**						
Account Number (s)	**Account Description**	**FY 2017 Grant Budget**		**Grant Awarded**	**1/2 Grant Available**	**Agenda Expenses**	**Remaining Balance**
180-9710-572-63.63	Grant-Imprv other than Bldg	775,000		729,512	364,756	(364,756)	-
Account Number (s)	**Account Description**	**FY 2017 Budget**		**City Cost Share**	**1/2 City Cost Share**	**Agenda Expenses**	**Remaining Balance**
001-0000-395-00.00	Use of Fund Balance	N/A		63,658	31,829	(31,829)	-
						(396,585)	

C. Department Fiscal Review: _____

RESOLUTION NO. 66-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE LOCAL AGENCY PROJECT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATIOIN AND THE CITY IN THE AMOUNT OF $729,512 IN TRANSPORTATION ALTERNATIVE PROGRAM GRANT FUNDS FOR THE 5TH AVENUE SOUTH BICYCLE AND PEDESTRIAN TRAIL PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to make improvements to the unimproved public right-of-way of 5th Avenue South between South A Street and South F Street for the provision of safe use by pedestrians, bicyclists and other non-motorized forms of transportation; and

WHEREAS, the City has been awarded a grant in the amount of $729,512 from the Florida Department of Transportation under the 2013 cycle of the Transportation Alternatives Program for funding that will be made available in Fiscal Year 2017; and

WHEREAS, the City has been project-specific certified by the Florida Department of Transportation to conduct this project; and

WHEREAS, the Florida Department of Transportation has prepared a Local Agency Program Agreement that sets forth the terms and conditions for the use of these Transportation Alternative Program funds for this project; and

WHEREAS, the City desires to enter into this Local Agency Program Agreement with the Florida Department of Transportation for this purpose.

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby approves the Local Agency Program Agreement between the Florida Department of Transportation and the City in the amount of $729,512 in Fiscal Year 2017 Transportation Alternative Program funds for the 5th Avenue South Street Pedestrian and Bicycle Trail Project.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute five originals of the Local Agency Program Agreement between the Florida Department of Transportation and the City, one original of the Federal-Aid Project Funding Request and all related documents for this stated purpose.

SECTION 3: Upon execution of the Resolution, two originals and three certified copies shall be forwarded to the Florida Department of Transportation, one copy

shall be forwarded to the Public Services Department Director. One fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This Resolution shall become effective upon adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 435084-1-58-01 Fund: LFP, TALT, TALU FLAIR Approp: _____
Federal No: 9048-152-C Org Code: 55043010404 FLAIR Obj: _____

FPN: 435084-1-68-01 Fund: _____ FLAIR Approp: _____
Federal No: 9048-152-C Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No:93 Contract No: _____ Vendor No: F596000358
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 076040070
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, ____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Lake Worth ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in 5TH AVENUE SOUTH FROM "A" STREET TO "F" STREET, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before December 31, 2018. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 793,170.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $729,512.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from 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 this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from 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 consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☒ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY CITY OF LAKE WORTH

By: _____
Name:
Title:

Attest: _____
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Stacy L. Miller, P.E.
Title: Director of Transportation Development

Legal Review:

CJA FOR
Glen J. Torcivia, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 435084-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Lake Worth

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.30 Miles

PROJECT DESCRIPTION: Construct a multi-use trail in 5th Avenue South from "A" Street to "F" Street in Lake Worth, Florida.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A .
b) Design to be completed by N/A.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by 4/7/2017.
f) Construction to be completed by 12/31/2018.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 435084-1-58/68-01
City of Lake Worth 7 North Dixie Highway Lake Worth, FL 33460	

TYPE OF WORK By Fiscal Year	FUNDING (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY:				
FY:				
FY:				
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY:				
FY:				
FY:				
Total PD&E Cost				
Design - 38 FY:				
FY:				
FY:				
Total Design Cost				
Right-of-Way - 48 FY:				
FY.				
FY.				
Total Right-of-Way Cost				
Construction-58 FY: 2016 - 2017	$ 77,153.00			$ 77,153.00
FY: 2016 - 2017	$ 574,197.00			$ 574,197.00
FY: 2016 - 2017	$ 63,105.00	$ 63,105.00		
FY:				
Total Construction Cost	$ 714,455.00	$ 63,105.00		$ 651,350.00
Construction Engineering and Inspection (CEI) - 68 FY. 2016 - 2017	$ 78,162.00			$ 78,162.00
FY: 2016 - 2017	$ 553.00	$ 553.00		
FY:				
Total CEI Cost	$ 78,715.00	$ 553.00		$ 78,162.00
Operations – 88 FY:				
FY:				
FY:				
Total Operations Costs				
TOTAL COST OF THE PROJECT	$ 793,170.00	$ 63,658.00		$ 729,512.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I General
II Nondiscrimination
III Nonsegregated Facilities
IV Davis-Bacon and Related Act Provisions
V Contract Work Hours and Safety Standards Act Provisions
VI Subletting or Assigning the Contract
VII Safety: Accident Prevention
VIII False Statements Concerning Highway Projects
IX Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment To ensure that the above agreement will be met, the following actions will be taken as a minimum

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained The meetings will be conducted by the EEO Officer

b All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment Information and procedures with regard to referring such applicants will be discussed with employees

5. Personnel Actions: Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability The following procedures shall be followed

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices

c The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination Where evidence is found, the contractor will promptly take corrective action If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved

b Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e , apprenticeship and on-the-job training programs for the geographical area of contract performance In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U S C 140(a)

c The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each

d The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women Actions by the contractor, either directly or through a contractor's association acting as agent will include the procedures set forth below

a The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract

a The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations

10. Assurance Required by 49 CFR 26.13(b):

a The requirements of 49 CFR Part 26 and the State DOT's U S DOT-approved DBE program are incorporated by reference

b The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women, and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S Department of Labor regulations in 29 CFR 5 5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements

1. Minimum wages

a All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1 d of this section also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5 5(a)(4) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed The wage determination (including any additional classification and wage rates conformed under paragraph 1 b of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

b (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

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

(ii) The classification is utilized in the area by the construction industry, and

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3 b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3 a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL)

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116)

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees.
(2) the prime contractor remains responsible for the quality of the work of the leased employees.
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project, and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts, however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented,

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency,

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies including suspension and/or debarment

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers)

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965

1 During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except

a To the extent that qualified persons regularly residing in the area are not available

b For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below

2 The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form The job order may be placed with the State Employment Service in writing or by telephone If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service

3 The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required

4 If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants Such certificate shall be made a part of the contractor's permanent project records Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above

5 The provisions of 23 CFR 633 207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region

6 The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS***, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$729,512.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	Yes
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

   a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

   b) Properly mulch plant beds;

   c) Keep the premises free of weeds;

   d) Mow and/or cut the grass to the proper length;

   e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

   f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

   The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

525-010-30

FEDERAL-AID PROJECT FUNDING REQUEST

06/05

DATE: _____

AGENCY: City of Lake Worth FEDERAL-AID PROJECT NUMBER: 9048-152-C ( )

FIN NUMBER: 435084-1 STATE JOB NUMBER: _____ TIP PAGE NO.: _____

PROJECT TITLE: 5TH AVENUE SOUTH FROM "A" STREET TO "F" STREET

PROJECT TERMINI FROM: A Street TO: F Street

WORK PHASE: ☐ PLANNING ☐ ENVIRONMENT ☐ DESIGN ☒ CONSTRUCTION ☐ RIGHT OF WAY

AWARD TYPE: ☒ LOCAL ☐ LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on _____, and reevaluated on _____.

EA/FONSI approved on _____, and reevaluated on _____.

Categorical Exclusion:

Programmatic Categorical Exclusion determination on _____.

Type I Categorical Exclusion determination on 8/15/2016.

Type II Categorical Exclusion approved on _____.

Categorical Exclusion Reevaluation on _____.

PHASE	TOTAL ESTIMATED COST (Nearest Dollar)	LOCAL AGENCY FUNDS (Nearest Dollar)	STATE FUNDING (Nearest Dollar)	FEDERAL FUNDS (Nearest dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year	
PLANNING							
PD&E							
DESIGN							
R/W							
CONST.	$ 793,170.00	$ 63,658.00		$729,512.00	92%		
TOTAL	$ 793,170.00	$ 63,658.00		$729,512.00	92%		

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: N/A Number of Lanes: N/A

Bridge Number(s) on Project: N/A

DESCRIPTION OF PROPOSED WORK ☐ New Construction ☐ 3-R ☒ ENHANCEMENT ☐ CONGESTION MITIGATION

Roadway Width: N/A Number of Lanes: N/A

Bridge Number(s) on Project: N/A

LOCAL AGENCY CONTACT PERSON: Pam Triolo TITLE: Mayor

MAILING ADDRESS: 7 North Dixie Highway PHONE: (561) 586-1735

CITY: Lake Worth ZIP CODE: 33460

LOCATION AND DESIGN APPROVAL BY: _____

(Approving Authority)

TITLE: DATE: _____

AGENCY:	PROJECT TITLE:	DATE:
City of Lake Worth	5th Avenue South from "A" Street to "F" Street	

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An Environmental Determination was completed and approved for the project.

RIGHT OF WAY AND RELOCATION:

Right of way acquisition is not required for the project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTENT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: CITY OF LAKE WORTH

DATE: _____ BY: _____

(Mayor/Chairman)

11/24/16

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Resolution No. 67-2016 – agreement with the County for use of Community Development Block Grant (CDBG) funds for improvements on 2nd Avenue South

SUMMARY:
The Resolution provides for the use of $258,118 in CDBG funds for street improvements on 2nd Avenue South between Federal and Dixie Highways.

BACKGROUND AND JUSTIFICATION:
At its meeting of April 5, 2016, the City Commission approved the submission of an application to Palm Beach County Department of Economic Sustainability for Fiscal Year 2016 -2017 CDBG Program funding in the amount of $258,118 for comprehensive street improvem ents to 2nd Avenue South.

The improvements to be made include clearing and grubbing of the site, reconstruction of the existing roadways, construction of curbing, concrete sidewalks and driveways, landscaping of the area, and other work associated with, and pertinent to, installation of these improvements.

The estimated cost of these improvements is $398,389.87. Funding for this project will be comprised of $258,118 in CDBG funds over FY2017 and FY2018 and $140,272 over FY2017 and 2018 from the City's Roadway fund.

MOTION:
I move to approve/ not approve Resolution No.67-2016.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution
In-House Cost Estimate CDBG
Interlocal CDBG Agreement
Aerial Map

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	199,195	199,195	0	0	
Operating Expenditures	0	0	0	0	0
External Revenues	129,059	129,059	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	70,136	70,136	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	**CDBG Grant - 2nd Ave South (Federal to Dixie)**						
Account Number (s)	**Account Description**	**FY 2017 Grant Budget**		**Grant Awarded**	**1/2 Grant Available**	**Agenda Expenses**	**Remaining Balance**
170-5020-519-63.15	Infrastructure	256,726		258,118	129,059	(129,059)	-
Account Number (s)	**Account Description**	**FY 2017 Budget**		**Adjusted Balance**	**1/2 City Cost Share**	**Agenda Expenses**	**Remaining Balance**
170-5020-519-34.50	Contr Services	218,274		141,380	70,136	(70,136)	-
						(199,195)	

C. Department Fiscal Review: _____

RESOLUTION NO. 67-2016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY IN THE AMOUNT OF $258,118 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE 2ND AVENUE SOUTH STREET IMPROVMENTS PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL RELATED DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City desires to make comprehensive infrastructure improvements to 2nd Avenue South between Federal Highway and Dixie Highway in order to provide for safer and more efficient flow for vehicles, pedestrians and bicyclists using this roadway; and

WHEREAS, the City requested an award of $258,118 from Palm Beach County in 2016-2017 Fiscal Year Community Development Block Grant (CDBG) funds for the infrastructure improvements; and

WHEREAS, the proposed infrastructure improvements are an eligible use of CDBG funds; and

WHEREAS, the Palm Beach County has prepared an Interlocal Agreement that sets forth the terms and conditions for the use of these CDBG funds for this project; and

WHEREAS, the City desires to enter into this Interlocal Agreement with Palm Beach County for the purpose of making comprehensive street improvements to 2nd Avenue South between Federal Highway and Dixie Highway..

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

SECTION 1: The City Commission of the City of Lake Worth, Florida, hereby approves the Interlocal Agreement between Palm Beach County and the City in the amount of $258,118 in Fiscal Year 2016-2017 CDBG funds for the 2nd Avenue South Street Improvements Project.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute three originals of the Interlocal Agreement between Palm Beach County and the City for this stated purpose.

SECTION 3: Upon execution of the Resolution, one copy shall be forwarded to the Public Services Department Director. The fully executed original shall be maintained by the City Clerk as a public record of the City.

SECTION 4: This Resolution shall become effective upon adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Estimate of Probable Construction Costs
2nd AVENUE SOUTH STREET IMPROVEMENTS - DIXIE TO FEDERAL

Bid Item	FDOT No.	Description	Qty.	Unit	Unit Price	Amount
1	101-1	Mobilization (3%)	1	LS	**$10,735.23**	**$10,735.23**
2	102-1	Testing and Maintenance of Traffic (4%)	1	LS	**$14,313.64**	**$14,313.64**
3	105-1	Environmental Protection Plan (NPDES & SWPPP)	1	LS	$500.00	$500.00
		ROADWAY				
4		Remove existing concrete sidewalk and dispose of	1,800	SY	$5.00	$9,000.00
5		Furnish & Install Type 'D' Curb (islands)	200	LF	$20.00	$4,000.00
6		Furnish & Install Type 'F' Curb & Gutter	3,120	LF	$19.00	$59,280.00
7		Concrete sidewalk installation - 6" at driveways, 4" sidewalk	1,800	SY	$40.00	$72,000.00
8		Cold-in-place recycling (6"-9") w/ 1.5" Type S-3	5,200	SY	$35.00	$182,000.00
9		ADA curb ramps w/ tactile dome surface (cast-in)	16	EA	$750.00	$12,000.00
		ROADWAY SUBTOTAL:				**$338,280.00**

Bid Item	FDOT No.	Description	Qty.	Unit	Unit Price	Amount
		DRAINAGE				
10		Remove Existing Curb & Gutter Frame & Grate and Install new Frame and Grate	2	EA	$500.00	$1,000.00
		DRAINAGE SUBTOTAL:				**$1,000.00**

Bid Item	FDOT No.	Description	Qty.	Unit	Unit Price	Amount
		PAVEMENT MARKING & SIGNAGE				
11	700-20-11	Furnish & Install Sign Single Post Assembly (<12 SF)	20	EA	$350.00	$7,000.00
12	711-11-123	Furnish & Install Solid Traffic Stripe, Thermoplastic, (12") W hite	960	LF	$2.25	$2,160.00
13	711-11-124	Furnish & Install Solid Traffic Stripe, Thermoplastic, (18") W hite	60	LF	$2.40	$144.00
14	711-11-125	Furnish & Install Solid Traffic Stripe, Thermoplastic, (24") W hite	150	LF	$4.50	$675.00
15	711-11-221	Furnish & Install Solid Traffic Stripe, Thermoplastic, (6") Yellow (Includes Double Yellow)	120	LF	$1.35	$162.00
16	711-11-160	Furnish & Install Pavement Message, Thermoplastic	4	EA	$105.00	$420.00
17	711-11-170	Furnish & Install Bike Lane Symbol and Arrow, Thermoplastic	0	EA	$200.00	$0.00
18		Remove & Dispose Existing Sign	20	EA	$100.00	$2,000.00
		PAVEMENT MARKING & SIGNAGE SUBTOTAL:				**$12,561.00**

Bid Item	FDOT No.	Description	Qty.	Unit	Unit Price	Amount
		LANDSCAPING				
19		Install New Street Trees	10	EA	$600.00	$6,000.00
		LANDSCAPING SUBTOTAL:				**$6,000.00**

Estimate of Probable Construction Costs
2nd AVENUE SOUTH STREET IMPROVEMENTS - DIXIE TO FEDERAL

No.	No.	Description	Qty.	Unit	Unit Price	Amount
		CONTINGENCIES				
20		Contengencies	1	LS	**$15,000.00**	**$15,000.00**
			TOTAL BASE BID:			**$398,389.87**

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 2nd Avenue South, 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 $258,118 for the period of January 10, 2017, through and including April 1, 2018. 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-16-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, 2018

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-102, A-128, and 2 CFR Part 200 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 $750,000 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.

Certificate(s) of Insurance Prior to execution of this Agreement, the Municipality shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Municipality with instructions regarding a substitute delivery address.

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-102, A-133, and 2 CFR Part 200;
(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 or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

36. **PUBLIC RECORDS**
Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the MUNICIPALITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the MUNICIPALITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The MUNICIPALITY is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter

119 or as otherwise provided by law. The MUNICIPALITY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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 for the duration of the Agreement term and following completion of the Agreement, if the MUNICIPALITY does not transfer the records to the County.

D. Upon completion of the Agreement the MUNICIPALITY shall transfer, at no cost to the County, all public records in possession of the MUNICIPALITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the MUNICIPALITY transfers all public records to the County upon completion of the Agreement, the MUNICIPALITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the MUNICIPALITY keeps and maintains public records upon completion of the Agreement, the MUNICIPALITY shall meet all applicable requirements for retaining public records. All records stored electronically by the MUNICIPALITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the MUNICIPALITY to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. MUNICIPALITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE MUNICIPALITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPALITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

37. **COUNTERPARTS OF THE AGREEMENT**

This Agreement, consisting of twenty-one (21) 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.

38. **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 Triolo, Mayor

By: _____
Pamela J. Lopez, City Clerk

By: _____ 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: _____
, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By:_____
James Brako,
Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

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 2nd Avenue South between Dixie Highway and Federal Highway 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 2nd Avenue South shall include but not be limited to, the following: clearing and grubbing of the site, 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 a brand name or names in the bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that specified brand name or names are used for descriptive purposes only,
(b) State that "equal" equipment or materials will be accepted, and
(c) Identify the minimum requirements to establish equality.

(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.

F. **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, 2018. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Advertise & Accept Bids by	March 1, 2017
Start Construction by	August 1, 2017
Complete Construction by	December 31, 2017
Submit Final Reimbursement Request by	March 1, 2018

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 $258,118. 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

Report For:	Month: _____ Year: _____
Sub-recipient Name:	City of Lake Worth
Project Name:	2nd Avenue Improvements
Report Prepared By:	_____ _____ _____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____Other Funds:$_____

Amounts Expended to Date:

//////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$ 258,118	$	%
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.

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S Dixie Hwy
2nd Ave S
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S J St
S K St
S L St
S M St
S Dixie Hwy

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Resolution No. 68-2016 - interlocal agreement with Northern Palm Beach County Improvement District for the administration of the City's master stormwater permit

SUMMARY:
The Resolution provides for the administration of the Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) in accordance with all applicable state and federal regulations.

BACKGROUND AND JUSTIFICATION:
The City's municipal stormwater system is subject to the rules and regulations of the United States Environmental Protection Agency (EPA) which is enforced and regulated by the Florida Department of Environmental Protection (FDEP). The City is required to file annual reporting to FDEP to demonstrate compliance with the associated rules and regulations.

The City (co-permittee) has entered into previous Interlocal Agreements with the NPBCID (lead permittee) for the administration and handling of the permit documents as required for compliancefor submittal to FDEP. The MS4 NPDES 4th Cycle Permit is filed annually for a total of 5 years per cycle. The City is starting a new 5 year cycle and is seeking approval of this agreement to maintain compliance with the requirements. The costs associated with the agreement are budgeted each year and was approved as part of the Fiscal Year 2017 budget.

MOTION:
I move to approve / deny Resolution No. 68-2016.

ATTACHMENT(S):
Fiscal Impact Analysis
Resolution with agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	18,465	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	18,465	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
408-5090-538-31-90	Professional Services / Other	51,465	NA	36,165	-18,465	17,700

C. Department Fiscal Review: __JB__

RESOLUTION NO. 68-21016 OF THE CITY OF LAKE WORTH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN NPDES FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT WITH NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, THE LEAD PERMITTEE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("District") is an independent special district of the State of Florida, operating in accordance with the provisions of Chapter 2000-467, Laws of Florida, as amended and supplemented, and applicable provisions of Chapter 298, Florida Statutes; and

WHEREAS, the District is the lead Co-Permittee for the Palm Beach County NPDES program; and

WHEREAS, the City of Lake Worth is one of the Co-Permittees with the District in regard to the subject Palm Beach County NPDES program; and

WHEREAS, the NPDES Permit authorizes certain activities to be conducted through cooperative efforts via interlocal agreements; and

WHEREAS, the City of Lake Worth and the District wish to enter into the attached interlocal agreement which sets forth each party's respective duties and obligations pertaining to the Palm Beach County NPDES program.

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

Section 1. The attached Fourth Cycle Permit Interlocal Agreement between the District and City of Lake Worth is hereby approved.

Section 2. This Resolution shall take effect immediately upon its adoption.

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

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

The Mayor thereupon declared this Resolution duly passed and adopted on this 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Attachment

MS4 NPDES FOURTH CYCLE PERMIT
INTERLOCAL AGREEMENT

This MS4 NPDES Fourth Cycle Permit Interlocal Agreement (the "Agreement") is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Lead Permittee"), and CITY OF LAKE WORTH (hereinafter referred to as "the Co-Permittee").

W I T N E S S E T H:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the "MS4 NPDES Permit") to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System ("MS4") Permittees (hereinafter referred to jointly as the "Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the MS4 NPDES Permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP's costs for administering the NPDES Permit be borne by the regulated entities; and

WHEREAS, at or before the expiration of each MS4 NPDES Permit, the Permittees must file a re-application to FDEP for renewal of the MS4 NPDES Permit for a subsequent term; and

WHEREAS, the MS4 NPDES Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, the Permittees previously established a 7-member Steering Committee comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities conducted under the MS4 NPDES Permit, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it has been previously determined that it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4 NPDES Permits pursuant to individual interlocal agreements between each Co-Permittee and the

Lead Permittee; and

WHEREAS, the parties hereto have previously entered into interlocal agreements regarding the MS4 NPDES Permit, most recently a Third Term Permit Interlocal Agreement, which agreement continues from year to year, subject to the annual Funding Year renewal process set forth in Section 3.03 of said agreement, unless otherwise terminated in accordance with other provisions of said agreement; and

WHEREAS, the MS4 NPDES Third Term Permit expired March 1, 2016; and

WHEREAS, the Permittees timely submitted a re-application for a permit renewal, thereby administratively continuing the MS4 NPDES Third Term Permit until such time as a new NPDES permit was issued; and

WHEREAS, FDEP issued an MS4 NPDES Permit for a Fourth Cycle, hereinafter referred to as the "MS4 NPDES Fourth Cycle Permit", on September 8, 2016; and

WHEREAS, Section 4.02 of the NPDES Third Term Permit Interlocal Agreement provides, in pertinent part, that any changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of that agreement, are expressly excluded from and not a subject of said agreement unless and until agreed to by written agreement of the parties; and

WHEREAS, the MS4 NPDES Fourth Cycle Permit contains several changes, modifications, revisions, or additions to the terms of the MS4 Third Term Permit, thereby necessitating this MS4 Fourth Cycle Permit Interlocal Agreement in lieu of an amendment to the prior agreement; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part I, Florida Statutes, as amended, to enter into this Agreement and do hereby adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE
REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO
DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby

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designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.02. Co-Permittee. The City of Lake Worth is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

SECTION THREE
TERM OF AGREEMENT

3.01. Agreement Term. The term of this Agreement begins as of the date it is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year (as hereinafter defined) renewal process set forth in following Section 3.03, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.02. Funding Year. The term "Funding Year" is defined as a fiscal year beginning on October 1 and ending on September 30.

3.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year, unless: (i) a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Funding Year, or (ii) the Agreement has been previously terminated as provided herein.

SECTION FOUR
SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

4.01. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit "A" and made a part of this Agreement. All revisions to Exhibit "A" shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined.

(ii) The Co-Permittee shall be responsible for such other duties and obligations which are specifically identified as being its individual responsibility in the MS4 NPDES Permit.

4.02. Modifications to MS4 NPDES Permit

In accordance with Section 403.067, Florida Statutes, MS4 NPDES permits must be consistent with the requirements of FDEP-adopted TMDLs. A MS4 NPDES Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP-approved changes in water quality standards, or other information show a need for a different limitation or monitoring requirement.

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It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement unless and until incorporated herein by written agreement of the parties.

SECTION FIVE
BUDGET AND FUNDING

5.01. Administrative Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in a resolution titled "Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving the NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Resolution), which was adopted by the Lead Permittee, a copy of which is attached hereto as Exhibit "B".

Section 2 of the Resolution incorporates by reference the "NDPES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Procedures) which are incorporated into this Agreement and are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the MS4 NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures, and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the MS4 NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee.

5.02. Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.03. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee to the Lead Permittee pursuant to any prior interlocal agreement it has entered into with the Lead Permittee involving a MS4 NPDES Permit shall be applied to and used for the provision of Lead Permittee Services during the next Funding Year period.

5.04. First Funding Year Payment. In addition to the surplus funds referenced in Section 5.03 above, the parties agree that for the upcoming 2016/2017 Funding Year, the Co-Permittee has paid the Lead Permittee the sum of Eighteen Thousand Four Hundred Sixty-Five dollars ($18,465.00), which sum represents payment of both the Lead Permittee's Services for the

upcoming Funding Year of this Agreement and the ten percent (10%) Reserve Fund Contingency required pursuant to Section 5.05.

5.05. Reserve Contingency. The parties acknowledge that each Funding Year payment will include a ten percent (10%) reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses incurred in the preparation and implementation of a MS4 NPDES Permit.

5.06. Current Funding. The parties believe that the funding specified in above Section 5.04 will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2016/2017 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 6.03 are incurred.

5.07. Future Funding Year Payments. The parties: (i) acknowledge that on or before January 31, 2016, the Lead Permittee provided a budget to the Steering Committee of the amount the Permittees will each be requested to pay during the next Funding Year, and (ii) agree that all subsequent Funding Year budget estimates will be provided on or about January 31st of each following year. The Lead Permittee and Co-Permittee shall have until July 31st of each year to arrive at a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the immediately upcoming Funding Year, which shall be paid pursuant to Section Six of this Agreement. If the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

5.08. Final Funding Year of a MS4 NPDES Permit Term. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.09. Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.03 through 5.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

SECTION SIX
PAYMENT PROCEDURE

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The Co-Permittee agrees to pay each of its Funding Year payments as follows:

6.01. First Funding Year. The First Funding Year payment for the current MS4 NPDES Permit Term will be paid in either a single lump sum payment on or before November 15, 2016 or in twelve (12) equal monthly installments commencing on October 15, 2016, and thereafter on the 15th day of each subsequent month during the First Funding Year (such payment dates being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule. The initial Funding Year for all future MS4 NPDES Permits shall be referred as the First Funding Year.

6.02. Subsequent Funding Year Payments. Once a Funding Year payment amount has been agreed upon, the Co-Permittee may, at its option, pay the entire agreed-upon amount in a single lump sum on or before November 15 of that particular Funding Year, or in twelve (12) equal monthly installments commencing on October 15th of that Funding Year and thereafter on the 15th day of each subsequent month during that Funding Year (such payment dates also being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule.

6.03. Additional Costs. Since it is possible that following the parties' agreement as to a particular Funding Year's payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Funding Year, the parties agree as follows:

(i) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(ii) If the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall address the need for such excess amount in the above subparagraph (i) notice to the Co-Permittee. The Lead Permittee and Co-Permittee shall then attempt to negotiate a payment procedure for the unfunded and unexpected additional costs and expenses.

(iii) If the Lead Permittee and Co-Permittee agree as to the need and amount of the unfunded and unexpected additional costs and expenses, their agreement shall be reduced to writing. The agreed upon unfunded and unexpected additional costs and expenses shall be paid either by a lump sum payment within thirty (30) days of their agreement in writing or divided by the remaining months of that particular Funding Year and paid to the Lead Permittee in equal

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monthly installments for the remainder of the subject Funding Year.

(iv) If the Lead Permittee and Co-Permittee are not able to timely agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses, the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

6.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

SECTION SEVEN
OPTION TO TERMINATE

7.01. Termination. Either party to this Agreement shall have the right to terminate this Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30) day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 5.07, 6.03(iv), and 6.04.

7.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit which are designated therein as the individual responsibility of said Co-Permittee. Thereafter, the Lead Permittee and other Permittees shall not be responsible for said terminating Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into contracts with one or more consultants or contractors for the provision of services required in order for the Lead Permittee to provide some or all of its Lead Permittee Services. Since the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, the Co-Permittee will not be entitled to receive a refund from the Lead Permittee for any monies that the Co-Permittee has

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previously paid pursuant to this Agreement unless the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement. In that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for its allocable share of the amount of such reduction in costs and expenses.

7.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.

SECTION EIGHT
ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT

8.01. Enforcement. The designation herein of the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the applicable MS4 NPDES Permit as to the other party.

8.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of its sovereign immunity rights or of the liability limits established in Section 768.28, Florida Statutes.

8.03. Dispute Resolution Process. Any dispute or conflict between the parties that arises from any of the terms or conditions of this Agreement, including any exhibits thereto, shall be presented in writing by the complaining party to the other party. The parties' representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process per Ch. 164, F.S., or litigation or any other formal dispute resolution process.

SECTION NINE
MISCELLANEOUS PROVISIONS

9.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) with confirmation of receipt, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee:
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

With a copy to:
Betsy S. Burden, Esq.

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Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401
Phone: (561) 655-0620
Fax: (561) 655-3775
Email: burden@caldwellpacetti.com

As to Co-Permittee:

Name of Authorized Representative: _____
Title: _____
Name of Permittee: _____
Address: _____
_____
Attn:_____
Phone:_____
Fax:_____
Email: _____

9.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.03. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.06. Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld.

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9.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.09. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11. NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14. Termination of Prior Agreements. All previous interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15. Effective Date. This Agreement shall be effective as of the date it is filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

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IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this _____ day of _____, 20____.

ATTEST:

By: _____
Secretary

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

EXECUTED by Co-Permittee this _____ day of _____, 20____.

ATTEST:

By: _____
_____, Clerk

CITY OF LAKE WORTH

By: _____
Print: _____
Title: _____

[SEAL]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
By: _____ FOR
Glen J. Torcivia, City Attorney

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(From Fourth Cycle Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities to be conducted for compliance with the Permit.

II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.

III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the MS4 NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.

IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the MS4 NPDES Steering Committee.

V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.7.c, Part A.7.d, Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.

VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.

VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.

VIII. The timely coordination, and assistance with the activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.

IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.

X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

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(From Third Term Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.

II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.

III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.

IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the NPDES Steering Committee.

V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d, and Part III.A.9.b and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.

VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.

VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.

VIII. The timely coordination, assessment, monitoring and execution of activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.

IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.

X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

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EXHIBIT "B"

RESOLUTION NO. 2016-17

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING REVISIONS/UPDATES TO THE MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") issued a National Pollutant Discharge Elimination System Permit No. FLS000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees that make up the governmental bodies subject to the NPDES Permit previously nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and the submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is in the process of entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, in January of 2011, the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, which Administrative Procedures were thereafter adopted by Northern; and

WHEREAS, on March 21, 2012, the NPDES Steering Committee adopted revised Administrative Procedures for the Collection, Management and Disbursement of NPDES Interlocal Agreement Funds; and

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WHEREAS, a new MS4 NPDES Permit was issued by FDEP to the District and the other Co-Permittees on September 8, 2016; and

WHEREAS, it is necessary to further revise the Administrative Procedures to update the years for the alternative payment schedule contained in Section I of said Procedures, and to make minor clerical revisions; and

WHEREAS, at its meeting held September 21, 2016, the NPDES Steering Committee recommended such updates be made to said Procedures; and

WHEREAS, Northern has been asked to adopt and comply with the Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 for the purpose of administering the funds it receives as the Lead Permittee pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016.

2. That Northern Palm Beach County Improvement District does hereby incorporate by this reference the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.

3. That the January 2011 Administrative Procedures as revised on March 21, 2012 and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 26TH DAY OF OCTOBER, 2016.

(DISTRICT SEAL)

SEAL

ATTEST:
Print: O'Neal Bardin, Jr.
Title: Assistant Secretary

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

BY:
Print: Sam Active
Title: Vice President

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As Revised by Steering Committee
March 21, 2012;
As Further Revised by Steering Committee
September 21, 2016

MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

The MS4 NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the MS4 NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative MS4 NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the MS4 NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Funding Year are required to be paid on or before October 1, 2016, January 1, 2017, April 1, 2017 and July 1, 2017, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreement.

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4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the MS4 NPDES Interlocal Agreement, for expenses not previously addressed at a Steering Committee meeting, NPBCID shall notify and consult, if time permits, the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall notify the affected Co-Permittee(s) and the Steering Committee of the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter for discussion and recommendation purposes to the Co-Permittees at the next regularly scheduled MS4 NPDES Steering Committee meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees).

6. MS4 NPDES Interlocal Agreement Budget Adoption Process. All future MS4 NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before January 31st of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a super-majority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 19th DAY OF JANUARY, 2011.

98
99

ATTACHMENT "A"

MS4 NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FISCAL YEAR _____
FOR PERIOD _____ TO _____

CASH ON HAND [date]		XXX,XXX.XX
REVENUE: _____TO_____		
AGREEMENT FEES	XXX,XXX.XX	
TOTAL REVENUES	XXX,XXX.XX	XXX,XXX.XX
TOTAL CASH AND REVENUES AVAIL FOR EXPENDITURES		XXX,XXX.XX
EXPENDITURES PAID DURING _____ TO _____		
ENGINEERING		X.XX
OTHER PROFESSIONAL FEES		X.XX
MISCELLANEOUS EXPENSES		X.XX
GOVERNMENTAL REGISTRATION FEES		X.XX
LEGAL		X.XX
TOTAL EXPENDITURES	X.XX	X.XX
FUND BALANCE AT [date]		XXX,XXX.XX
RESERVE FOR CONTINGENCIES		-XX,XXX.XX
UNRESERVED FUND BALANCE		XXX,XXX.XX

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Resolution No. 69-2016 – authorizing the City Manager or designee to sign Florida Department of Transportation (FDOT) agreements

SUMMARY:
The Resolution authorizes the City Manager or his designee to sign construction agreements with FDOT on behalf of the City.

BACKGROUND AND JUSTIFICATION:
In the past, FDOT required the City to obtain a FDOT permit when a City project would have an impact on FDOT's transportation facilities. FDOT has notified the City that FDOT now requires a construction agreement to be entered with FDOT for City projects that will have an impact on FDOT's transportation facilities. FDOT also requires that the City pass a resolution authorizing a specific party to sign said construction agreements with FDOT on behalf of the City.

While the resolution is required by FDOT, if the cost to the City for a construction agreement with FDOT exceeds $25,000, the City Commission will still be required to approve the agreement. In addition, all FDOT construction agreements will require legal review before execution by the City Manager or designee.

MOTION:
I motion to approve /deny Resolution No. 69-2016.

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

RESOLUTION NO. 69-2016 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE CITY MANAGER AND/OR HIS DESIGNEE TO SIGN FLORIDA DEPARTMENT OF TRANSPORTATION CONSTRUCTION AGREEMENTS ON BEHALF OF THE CITY OF LAKE WORTH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth is required to obtain Florida Department of Transportation (FDOT) approval for City projects that will have an impact on FDOT's transportation facilities; and

WHEREAS, FDOT now requires the City to enter a construction agreement with FDOT for City's projects that will have an impact on FDOT's transportation facilities; and

WHEREAS, FDOT also requires a resolution authorizing a specific party to sign a construction agreement on behalf of the City for City projects that will have an impact on FDOT's transportation facilities; and

WHEREAS, the purpose of this Resolution is to authorize the City Manager and/or his designee to execute said construction agreements on behalf of the City.

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

SECTION 1: The recitations set forth above are true, accurate and correct and are incorporated herein.

SECTION 2: The City Manager and/or his designee is authorized to execute FDOT Construction Agreement on behalf of the City. This authorization shall be subject to the City's procurement code which requires all agreements exceeding $25,000 (in cost to the City) to be approved by the City Commission and all agreement to be reviewed and approved by the City Attorney.

SECTION 3: That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

SECTION 4: This Resolution shall become effective upon adoption.

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

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

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Resolution No. 70-2016 - declaration of intent to abandon a public alleyway at the request of Sacred Heart Catholic Church and schedule the public hearing date for January 10, 2017

SUMMARY:
The Resolution is the first of a two-step process to abandon the City's alleyway between 4th and 5th Avenue North at the request of Sacred Heart Catholic Church.

BACKGROUND AND JUSTIFICATION:
The Sacred Heart Catholic Church property, located at 402 North M Street, is undergoing renovation work and additional amenities are being proposed. The Church is requesting abandonment of the alleyway between 4th and 5th Avenue North.

Staff from Public Services, Water Utilities, and Electric Utilities Departments reviewed the request and had no issues with the abandonment. Staff found no conflicts and the Church will grant a 15' wide public utility easement for existing utilities that will be affected by the abandonment.

MOTION:
I move to approve/disapprove Resolution No. 70-2016 and schedule the public hearing date for January 10, 2017.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Sacred Heart - Abandonment application
Resolution

PLANNING & PRESERVATION DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND 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: Abandonment of alley running north-south through parcel

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Project Name: Sacred Heart Catholic Church Abandonment of Alley

Project Location: 402 N M Street

Legal Description: All of Block 108 Date Platted: _____

PCN: 38-43-44-21-15-108-0010 Existing Zoning: SF-TF-14 Proposed Zoning: _____

Existing FLU: MU-E Proposed FLU: _____

Proposed Use: ☐ Residential; Density _____; ■ Commercial _____ SF; ☐ Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	$ _____ ☐ PAID _____ ☐ DUE _____		

Project Manager/Contact Person: M. Timothy Hanlon

Company: Alley, Maass, Rogers & Lindsay, P.A.

Address: 340 Royal Poinciana Way, Suite 321 (Street Address) | Palm Beach (City) | FL (State) | 33480 (Zip)

Phone No.: (561) 659-1770 E-Mail Address: tim.hanlon@amrl.com

Applicant Name (if different from Project Manager): The Most Reverend Gerald M. Barbarito, D.D., J.C.L., as E

Company: Diocese of Palm Beach, his successors in office, a corporation sole

Address: 9995 N. Military Trail (Street Address) | Palm Beach Gardens (City) | FL (State) | 33410 (Zip)

Phone No.: (561) 775-9500 E-Mail Address: dlewis@diocesepb.org

Owner Name: The Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the

Company: Diocese of Palm Beach, his successors in office, a corporation sole

Address: 9995 N. Military Trail (Street Address) | Palm Beach Gardens (City) | FL (State) | 33410 (Zip)

Phone No.: (561) 775-9500 E-Mail Address: dlewis@diocesepb.org

OWNER'S CONSENT

The Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the Diocese of Palm Beach, his successors in office, a corporation sole ("Owner") certifies that it is the owner of the property located at 402 N. M Street ("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 M. Timothy Hanlon, 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: + Gerald M. Barbarito Date: 10-26-2016

Name/Title of Signatory: The Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the Diocese of Palm Beach, his successors in office, a corporation sole

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 26 day of October, 2016 by The Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the Diocese of Palm Beach, his successors in office, a corporation sole who is personally known to me or who produced a — as identification. He/she did not take an oath.

(NOTARY SEAL)

PAMELA R. BLOOR
Notary Public - State of Florida
Commission # FF 206831
My Comm. Expires May 9, 2019
Bonded through National Notary Assn

Pamela R. Bloor
(Signature of Notary Public)

Pamela R. Bloor
(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).

Owner requests abandonment of alley located in PCN 38-43-44-21-15-108-0010. See attached sketch and legal description

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

N/A

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at **www.lakeworth.org/business/planning-zoning/**.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	MDR / MU-E	SF-TF-14/MU-FH	
South	MU-E	MU-E	
East	MU-E	MU-FH	
West	MDR	SF-TF-14	

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.**

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			

SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: The Most Reverend Gerald M. Barbarito, D.D., J.C.L., as Bishop of the

Property Owner: Diocese of Palm Beach, his successors in office, a corporation sole

Contact Phone No.: (561) 775-9500

Property Location: 402 N. M Street, Lake Worth, FL 33460

I, M. Timothy Hanlon, 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: M. Timothy Hanlon, as Auth'd Agent Date: 10/27/16

Name/Title of Signatory: M. Timothy Hanlon, Authorized Agent

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of October, 2016, by M. Timothy Hanlon who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

Courtney Lyne
(Signature of Notary Public)

(Name of Notary)

COURTNEY LYNE
MY COMMISSION # GG 026234
EXPIRES: December 30, 2020
Bonded Thru Notary Public Underwriters

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: Sacred Heart Catholic Church Abandonment of Alley Submittal Date: _____

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.

M. Timothy Hanlon
(Name - type, stamp or print clearly)

M. Timothy Hanlon
(Signature)

Alley, Maass, Rogers & Lindsay, P.A.
(Name of Firm)

340 Royal Poinciana Way, Ste 321, Palm Beach, FL 3
(Address, City, State, Zip)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of October, 2016, by M. Timothy Hanlon who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

COURTNEY LYNE
MY COMMISSION # GG 026234
EXPIRES: December 30, 2020
Bonded Thru Notary Public Underwriters

Courtney Lynne
(Signature of Notary Public)

(Name of Notary)

LEGAL DESCRIPTION

BEING A 10.00 WIDE ALLEY LYING IN BLOCK 108 OF THE PALM BEACH FARMS Co., PLAT 2, AS RECORDED IN PLAT BOOK 2, PAGES 29-40 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE PALM BEACH FARMS Co., PLAT 2, AS RECORDED IN PLAT BOOK 2, PAGES 29-40 IN THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA.
2. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEET 2 AND THE ORIGINAL SIGNATURE AND SEAL OF THE SIGNING SURVEYOR.
3. THIS IS NOT A BOUNDARY SURVEY.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND CONFORMS TO THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY:_____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

SHEET: 1 OF 2

JOB NUMBER: 07-010A

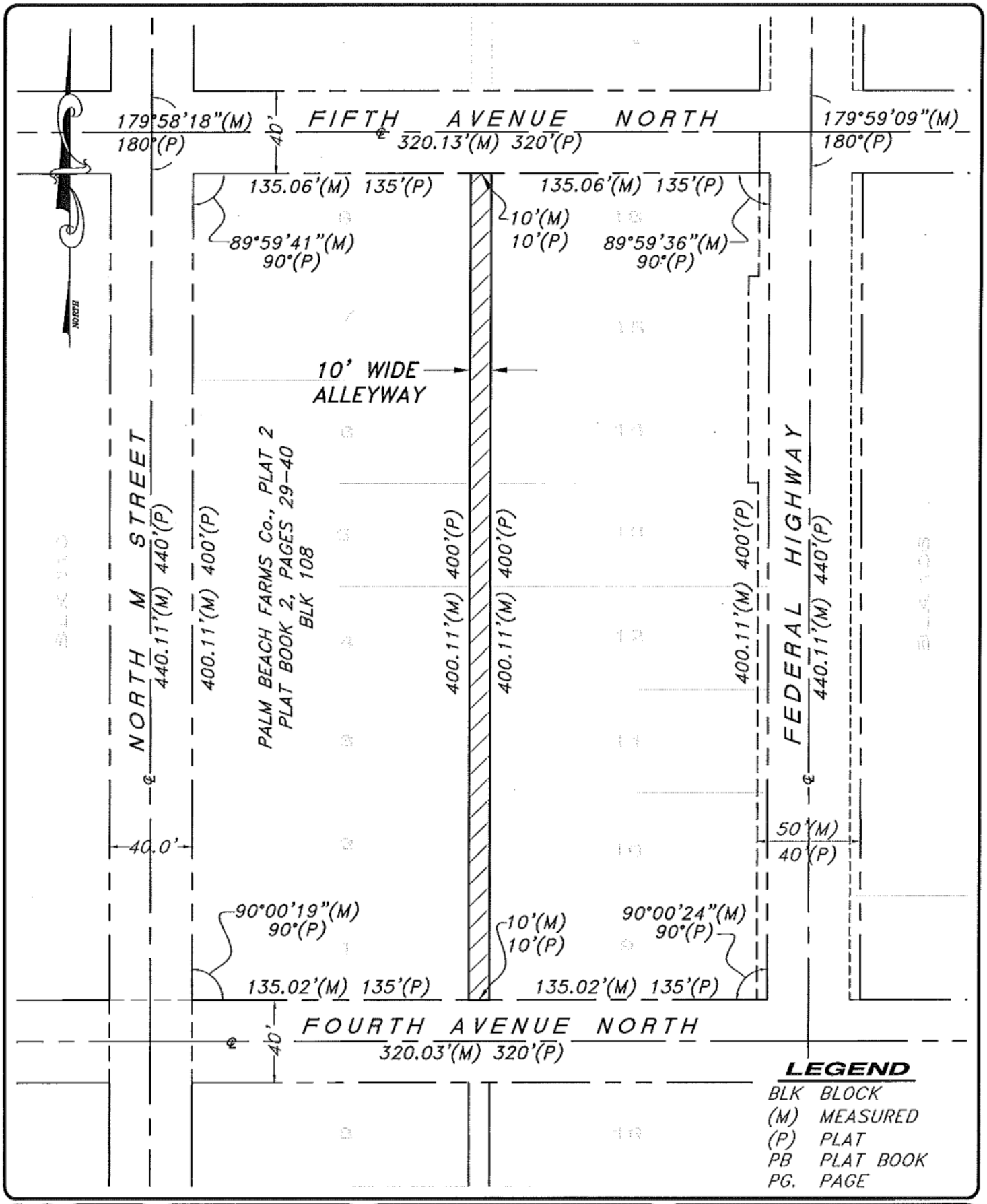
DRAWN BY: D. KUPSICK
APPROVED BY: G. WILLIAMS
SCALE: 1"=60'
DATE: 9/12/16
FIELD BOOK/PAGES: N/A

BY:	DATE:	REVISIONS

SKETCH & DESCRIPTION FOR ADANDONMENT OF 10' WIDE ALLEY WITHIN No. 410 NORTH M STREET LAKE WORTH, FLORIDA

F.R.S. & ASSOCIATES, INC.
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
2257 VISTA PARKWAY, SUITE 4
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7178 FAX (561) 478-7922
Web Site: www.frssurvey.com

T:\Draw\Sacred Heart Church\SKETCH AND LEGAL 10' ALLEY.dwg 9/12/2016 4:01:42 PM EDT



LEGEND

BLK	BLOCK
(M)	MEASURED
(P)	PLAT
PB	PLAT BOOK
PG.	PAGE

SHEET: 2 OF 2

JOB NUMBER: 07-010.A

DRAWN BY: D. KUPSICK
APPROVED BY: G.P. WILLIAMS
DATE: 9/12/16
1" = 60'
FIELD BOOK/PAGES:

BY:	DATE:	REVISIONS

SKETCH & DESCRIPTION FOR ADANDONMENT OF 10' WIDE ALLEY WITHIN No. 410 NORTH M STREET LAKE WORTH, FLORIDA

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T:\Draw\Sacred Heart Church\SKETCH AND LEGAL 10' ALLEY.dwg 9/12/2016 4:01:42 PM EDT

RESOLUTION NO. 70-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF A 10-FOOT WIDE RIGHT OF WAY EXTENDING NORTH AND SOUTH APPROXIMATELY 400 FEET LYING IN BLOCK 108 ACCORDING TO THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 2, AS RECORDED IN PLAT BOOK 2, PAGES 29 THOUGH 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND SITUATED BETWEEN FIFTH AVENUE NORTH (ON THE NORTH) AND FOURTH AVENUE NORTH (ON THE SOUTH) AND BETWEEN NORTH "M" STREET (ON THE WEST) AND FEDERAL HIGHWAY (ON THE EAST); SETTING A PUBLIC HEARING TO HEAR AND CONSIDER COMMENTS, OBJECTIONS AND PROTESTS FOR OR AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gerald M. Barbarito, as the Bishop of the Diocese of Palm Beach, his successors in office, a corporation sole ("Diocese of Palm Beach"), owns the real property generally located at 402 North "M" Street (Sacred Heart Catholic Church) which completely surrounds a City 10-foot wide right-of-way running north to south from Fifth Avenue North to Fourth Avenue North;

WHEREAS, the Diocese of Palm Beach seeks to have the City abandon the 10 foot City right-of-way in order to renovate and upgrade the property;

WHEREAS, City staff has reviewed the request for abandonment and does not object to the abandonment; however, the City will require a 15-foot grant of easement for public utilities located in the abandonment area; and,

WHEREAS, the City Commission seeks to hear the proposed abandonment at a public hearing on January 10, 2017 and consider any comments, objections or protests to the same.

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:

> A 10 foot wide alley lying within Block 108 of the Palm Beach Farms Co., Plat 2 as recorded in Plat Book 2, pages 29-40, in the public records of Palm Beach County, Florida.

Section 3. A public hearing is to be held at 6:00 p.m., on January 10, 2017, 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, objections or protests on the proposed 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 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Resolution No. 71-2016 - declaration of intent to abandon public right of way at the request of Stateside Partners LLC and schedule the public hearing date for January 10, 2017

SUMMARY:
The Resolution is the first of a two-step process to abandon a portion of the City's right of way between Lucerne Avenue and 2nd Avenue North at the request of Stateside Partners, LLC, and Diwali, Inc.

BACKGROUND AND JUSTIFICATION:
Stateside Partners, LLC, and Diwali, Inc., own real property located at 127 and 129 N. Dixie Highway and 120, 124 and 128 North "H" Street which Stateside Partners plans to redevelop. Stateside Partners and Diwali are requesting abandonment of 150 feet of the alleyway between their properties and generally located at Lucerne Avenue and 2nd Avenue North, between Dixie Highway to North H Street.

Staff from Public Services, Water Utilities, and Electric Utilities Departments reviewed the request and had no issues with the abandonment. Staff found no conflicts and will require the developer to grant a 15' public utility easement for the existing utilities affected by the abandonment.

MOTION:
I move to approve/disapprove Resolution No. 71-2016 and schedule the public hearing date for January 10, 2017.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Stateside Partners LLC - abandonment application
Resolution

PLANNING & PRESERVATION DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND 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: Right-of-Way Abandonment

Project Name: 127 N Dixie Hwy

Project Location: 127 N Dixie Hwy

Legal Description: SEE ATTACHED Date Platted: _____

PCN: 38-43-44-___-___-___-_____ Existing Zoning: _____ Proposed Zoning: _____

Existing FLU: _____ Proposed FLU: _____

Proposed Use: ☐ Residential; Density _____; ☐ Commercial _____ SF; ☐ Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.	16-00700003		
Associated Project Nos.			
Submittal Date	10/5/16	Sufficiency Date	
Project Planner Assigned	CT		
Total Fee Amount	$ 1500.00 ☐ PAID _____ ☐ DUE _____		

Project Manager/Contact Person: Jeff H. Iravani

Company: Jeff H. Iravani, Inc.

Address: 1934 Commerce Lane Suite 5 | Jupiter | FL | 33458
(Street Address) | (City) | (State) | (Zip)

Phone No.: 561-575-6030 E-Mail Address: jhi@bellsouth.net

Applicant Name (if different from Project Manager): Norman Weinstein

Company: Stateside Partners LLC

Address: 2700 N Military Trail, Ste 225 | Boca Raton | FL | 33431
(Street Address) | (City) | (State) | (Zip)

Phone No.: 561-221-6940 E-Mail Address: nweinstein@statesidecap.com

Owner Name: Norman Weinstein

Company: Stateside Partners, LLC

Address: 2700 N Military Trail, Ste 225 | Boca Raton | FL | 33431
(Street Address) | (City) | (State) | (Zip)

Phone No.: 561-221-6940 E-Mail Address: nweinstein@statesidecap.com

OWNER'S CONSENT

Norman Weinstein ("Owner") certifies that it is the owner of the property located at 127 N Dixie Hwy ("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 Jeff H. Iravani, 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: _____ Date: 10/4/16

Name/Title of Signatory: Norman Weinstein, President, Stateside Partners, LLC

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 4th day of October, 2016 by Norman S. Weinstein who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

MELANIE JO PRIEST
Notary Public - State of Florida
Commission # GG 012783
My Comm. Expires Aug 1, 2020
Bonded through National Notary Assn.

_____
(Signature of Notary Public)

Melanie Priest
(Name of Notary)

PLANNING & PRESERVATION DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND 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: RIGHT-OF-WAY ABANDONMENT

Project Name: 129 N Dixie Hwy

Project Location: 129 N Dixie Hwy

Legal Description: Town of Lake Worth LTS 12 & 13 (Less E 23) Date Platted: _____

PCN: 38-43-44-___-___-___-_____ Existing Zoning: DT Proposed Zoning: DT

Existing FLU: DMU Proposed FLU: DMU

Proposed Use: ☐ Residential; Density _____; ■ Commercial 125 SF; ☐ Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	$ _____ ☐ PAID _____ ☐ DUE _____		

Project Manager/Contact Person: Jeff H. Iravani

Company: Jeff H. Iravani, Inc.

Address: 1934 Commerce Lane Suite 5 (Street Address) | Jupiter (City) | FL (State) | 33458 (Zip)

Phone No.: 561-575-6030 E-Mail Address: jhi@bellsouth.net

Applicant Name (if different from Project Manager):

Company: Diwali Inc

Address: 6239 Floridian Circle (Street Address) | Lake Worth (City) | FL (State) | 33463 (Zip)

Phone No.: E-Mail Address:

Owner Name: Dinesh Patel, President.

Company: Diwali Inc

Address: 6239 Floridian Circle (Street Address) | Lake Worth (City) | FL (State) | 33463 (Zip)

Phone No.: 561-818-8649 E-Mail Address:

OWNER'S CONSENT

Dinesh K. Patel - Diwali Inc ("Owner") certifies that it is the owner of the property located at 129 N Dixie Hwy ("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 Jeff H. Iravani, 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: D. K. Patel Date: 12-1-16

Name/Title of Signatory: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 15 day of December, 2016, by Dinesh Patel who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

MELANIE JO PRIEST
Notary Public - State of Florida
Commission # GG 012783
My Comm. Expires Aug 1, 2020
Bonded through National Notary Assn.

Melanie Priest
(Signature of Notary Public)

Melanie J. Priest
(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).

PRIOR APPROVALS:

Indicate any prior planning, zoning or building approvals that you are aware of for the property (attach additional sheets if necessary).

N/A

ADJACENT PROPERTY INFORMATION:

Complete the following table for all surrounding properties. Information located at **www.lakeworth.org/business/planning-zoning/**.

Direction	Future Land Use	Zoning District	Current Use/ Name of Development
North	DT	DT	City Hall Coin Laundry
South	DT	DT	CVS
East	DT	DT	VACANT
West	DT	DT	VACANT

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**.

Development Standard		Required	Provided
Lot Size (Acreage and SF)		N/A	N/A
Lot Width (Frontage)		N/A	N/A
Building Height	Primary	N/A	N/A
	Accessory	N/A	N/A
Setbacks	Front (_____)	N/A	N/A
	Rear (_____)	N/A	N/A
	Side (_____)	N/A	N/A
	Side (_____)	N/A	N/A
Living Area	Single-Family	N/A	N/A
	Multi-Family	N/A	N/A
Accessory Structure Limitation		N/A	N/A
Impermeable Space Coverage		N/A	N/A
Building Coverage		N/A	N/A
Maximum Wall Height at Setback		N/A	N/A
Floor Area Ratio Limitation		N/A	N/A

AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by the individual submitting the application (owner or authorized agent).

Project Name: 127 N Dixie Highway Submittal Date: 10/4/16

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.

Jeff H. Iravani
(Name - type, stamp or print clearly)

(Signature)

Jeff H. Iravani, Inc.
(Name of Firm)

1934 Commerce Ln, Ste 5, Jupiter, FL 33458
(Address, City, State, Zip)

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 4 day of October, 2016 by Jeff H. Iravani who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

SANDRA BRUORTON
Notary Public - State of Florida
My Comm. Expires Oct 9, 2017
Commission # FF 047544

(Signature of Notary Public)

Sandra Bruorton
(Name of Notary)

SIGN POSTING AGREEMENT

(REQUIRED FOR ALL HISTORIC APPLICATIONS AND ALL PUBLIC HEARING ITEMS)

Applicant: Norman Weisntein

Property Owner: Stateside Partners, LLC

Contact Phone No.: _____

Property Location: 127 N Dixie Highway

I, Jeff H. Iravani, 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: Jeff H. Iravani, Authorized Agent

STATE OF)
COUNTY OF)

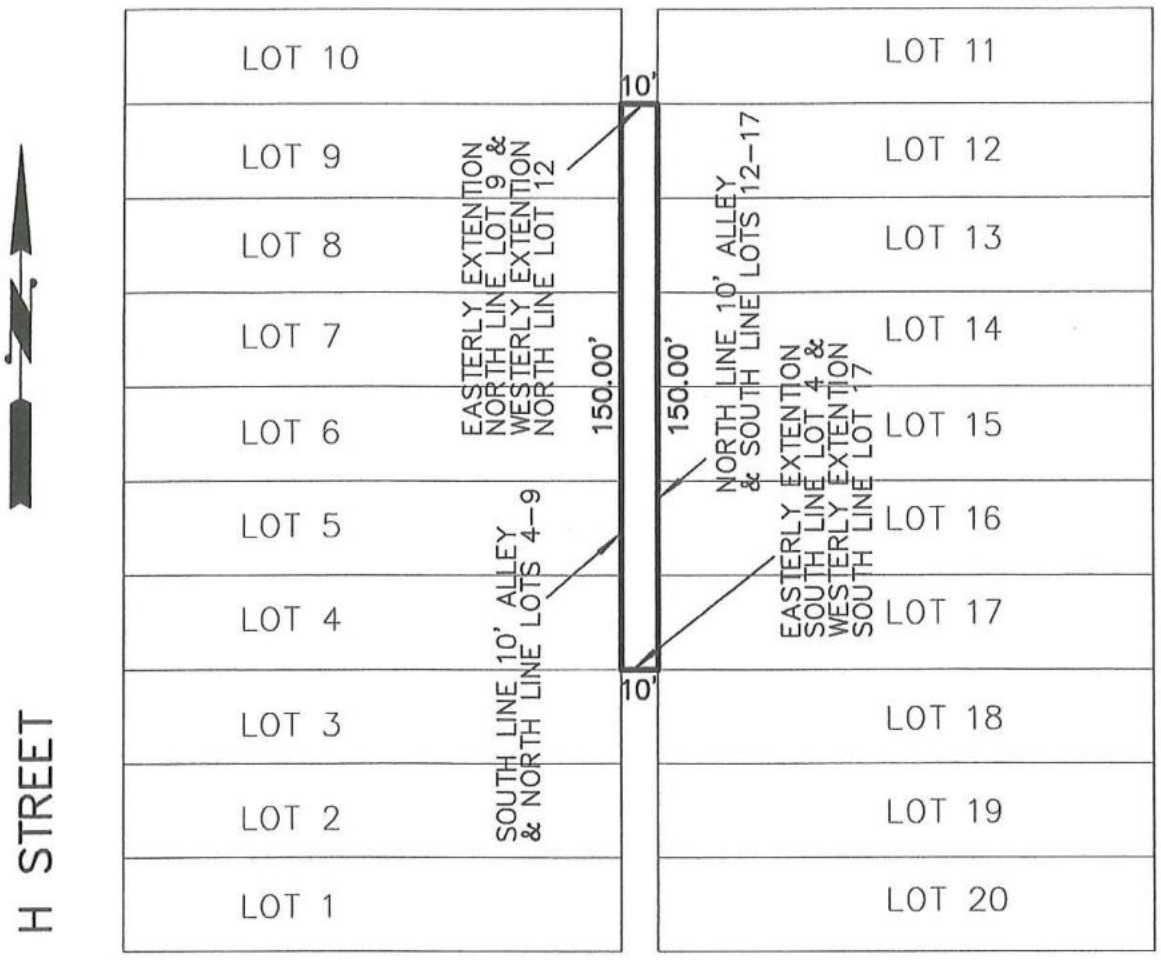
The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

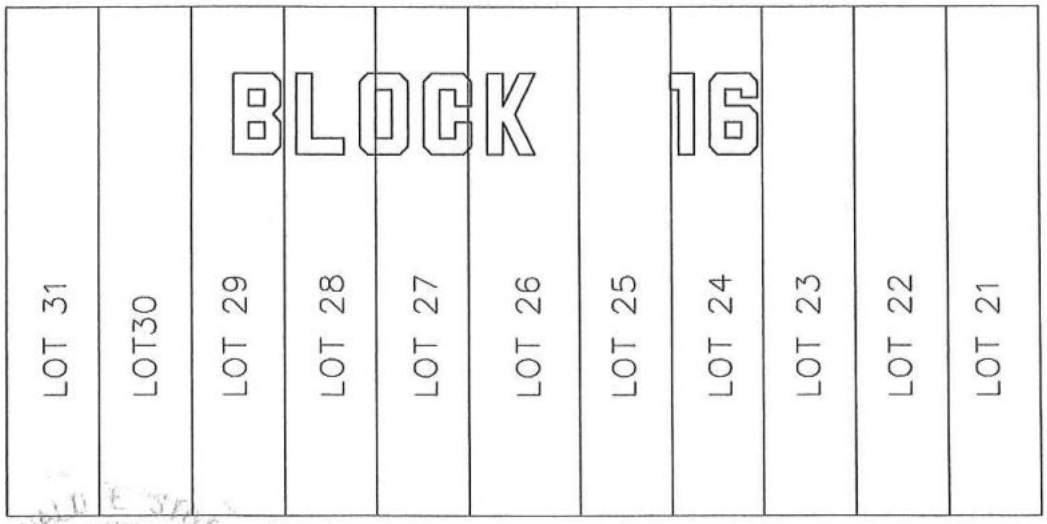
(NOTARY SEAL)

_____
(Signature of Notary Public)

_____
(Name of Notary)

12th AVENUE plat 2nd AVENUE posted





LUCERNE AVENUE

OCTOBER 3, 2016

DRAWING #16-382

THIS IS NOT A SURVEY

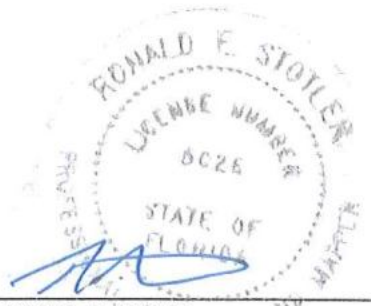
RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS - 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

LEGAL DESCRIPTION

A PORTION OF A TEN FOOT ALLEY TO BE ABANDONED AS SHOWN ON THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARY DESCRIBED AS FOLLOWS;
SAID PORTION OF ALLEY TO BE ABANDONED LYING IN BLOCK 16, SAID PLAT BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 12 THROUGH 17, BLOCK 16; BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 4 THROUGH 9, BLOCK 16; BOUNDED ON THE NORTH BY THE EASTERLY EXTENTION OF THE NORTH LINE OF LOT 9 BLOCK 16, SAID PLAT, EXTENTION ALSO BEING THE WESTERLY EXTENTION OF THE NORTH LIINE OF LOT 12, BLOCK 16; BOUNDED ON THE SOUTH BY THE EASTERLY EXTENTION OF THE SOUTH LINE OF LOT 4, BLOCK 16, SAID PLAT, EXTENTION ALSO BEING THE WESTERLY EXTENTION OF THE SOUTH LINE OF LOT 17, BLOCK 16, SAID PLAT.
CONTAINING 1500 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY



RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

OCTOBER 3, 2016
DRAWING #16-382

M.S.&M. LLC.
MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS – 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
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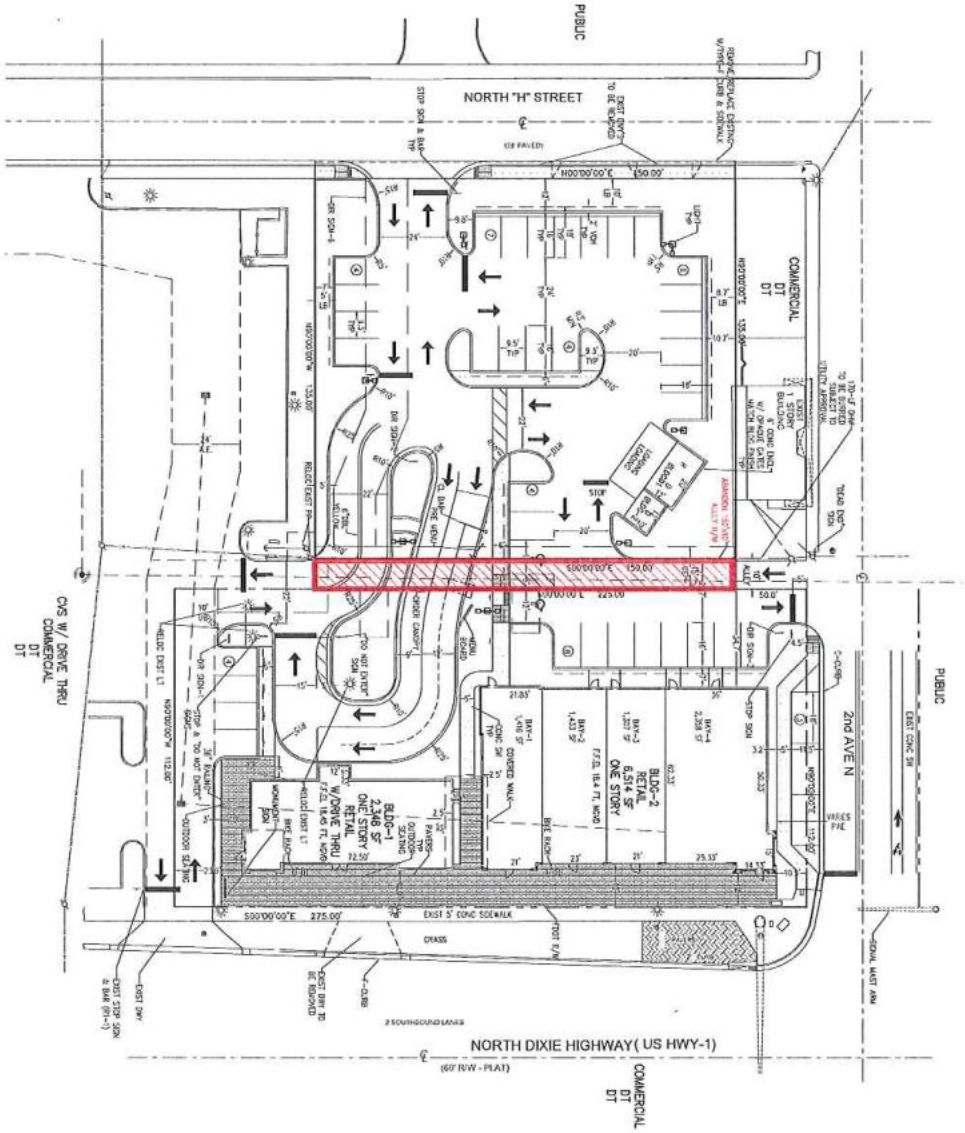
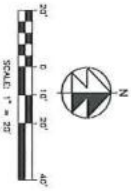




Right Of way Abandonment Plan				127 N Dixie Highway
DATE	SCALE	DESIGNED BY	DRAWN BY	Lake Worth, Florida
3/7/2016	1"=20'	JHI	JBI	

Jeff H. Iravani, Inc.
Consulting Engineers
1934 COMMERCE LANE, SUITE 5
JUPITER, FLORIDA 33458
TEL: (561) 575-6030
FAX: (561) 575-6088
EMAIL: JHI@bellsouth.net
WEBSITE: www.JHInc.com

JOB NO. 15161-1157
SHEET NO.

REVISIONS
09/21/2016 ADA LOT

Return to:
City of Lake Worth
City Clerk
7 North Dixie Hwy.
Lake Worth, FL 34460

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this 1st day of December 2016, by and between **Stateside Partners LLC**_("Grantor") and **CITY OF LAKE WORTH**, a Florida municipal corporation ("City").

WITNESSETH

WHEREAS, the Grantor is the owner of property generally located at __**127 N Dixie Hwy** _____, Lake Worth, Florida, and as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City desires an unrestricted and nonexclusive easement for public utility purposes through the Property as described and mapped in Exhibit "B" attached hereto and incorporated herein (the "Easement Area); and

WHEREAS, the public utilities to be placed in the Easement Area may provide services to and from the Property and other properties which may or may not abut and be contiguous to the Easement Area; and

WHEREAS, the Grantor is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and other valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor and the City, the Grantor grants unto the City, its licensees, agents, successors and assigns:

A perpetual, unrestricted and nonexclusive easement in, over, under, through, upon and across the Easement Area for the purpose of providing utility services to and from properties or lands or maintain the same, which may include the Property, also for the City to provide utility service to properties which may not be contiguous to the Easement Area, including the right to lay, or cause to be laid, and to maintain utility pipes, mains, appurtenances and devices; to maintain, repair, rebuild, operate and control utility transmission lines; the right to clear said Easement Area and keep it clear of brush, trees, and permanent structures and fire hazards; together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the Easement Area hereby granted, and all rights and privileges incident thereto; and, the permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area.

TO HAVE AND TO HOLD the said Easement, unto the City, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the City, its licensees, successors and assigns, abandons or vacates the easement herein granted, that the same shall revert back to Grantor, its heirs, successors or assigns.

By accepting this Easement, the City agrees: (a) to perform all work undertaken by the City within the Easement Area in a good and workmanlike manner and to promptly complete all work within the Easement Area; (b) to restore any of the Property disturbed by work undertaken by the City for purposes of construction, removal, demolition and/or maintenance to its condition that existed prior to the commencement of such work; (c) to not unreasonably interfere with the use of the Property by Grantor or any of Grantor's tenants, invitees or guests; and (d) to be responsible for all costs associated with the City's construction, removal, demolition and/or maintenance pursuant to this Easement.

Signed, sealed and delivered
In the presence of:

Melanie Priest
Signature of Witness

Melanie Priest
Printed Name of Witness

Susan Crouse
Signature of Witness

Susan Crouse
Printed Name of Witness

Norman S. Weinstein (Owner)

Print Name: **Norman Weinstein**
Print Title: **President**

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 1st day of December, 2015, by Norman S. Weinstein, who is personally known to me or who has produced _____ as identification and who did not take an oath.

MELANIE JO PRIEST
Notary Public - State of Florida
Commission # GG 012783
My Comm. Expires Aug 1, 2020
Bonded through National Notary Assn.

Melanie Priest
Notary Public

The City of Lake Worth accepted the foregoing Easement on _____, 2015.

City of Lake Worth

_____
Pam Triolo, Mayor

ATTEST:

_____
Pam Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

EXHIBIT "A"
Legal Description of Property

DESCRIPTION:

A parcel of land being a portion of Lots 13 through 19 inclusive, Block 16, The Palm Beach Farms Co. Plat No. 2, The Townsite of Lucerne (now Lake Worth), according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 2, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 13; run along the Northerly line of said Lot 13, North 90°00'00" East, a distance of 112.00 feet to a point on a line being 53.00 feet West of and parallel with the centerline of North Dixie Highway; thence along said parallel line, South 00°00'00" West, a distance of 175.00 feet; thence leaving said line and along the Southerly line of said Lot 19, North 90°00'00" West, a distance of 112.00 feet to the Southwest corner of said Lot 19; thence along the Westerly line of lots 19, 18, 17, 16, 15, 14 and 13, North 00°00'00" West, a distance of 175.00 feet to the Point of Beginning.

Containing 19,600 square feet (0.450 acres).

PARCEL II: 38434421150160071 (128 N. H Street, Lake Worth, FL 33460)

DESCRIPTION:

The North half of Lot 7 and all of Lots 8 and 9 in Block 16 of Lake Worth, according to the Plat thereof recorded in Plat Book 2, Page 29, of the Public Records of Palm Beach County, Florida.

Containing 8,437.5 square feet (0.194 acres).

PARCEL III: 38434421150160060 (124 N. H Street, Lake Worth, FL 33460)

DESCRIPTION:

Lot 6 and the South ½ of Lot 7, in Block 16, of Townsite of Lucerne (now known as Lake Worth), according to the Palm Beach Farms Company Plat No.2, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, at Pages 29 through 40, inclusive.

Containing 5,062.5 square feet (0.116 acres)

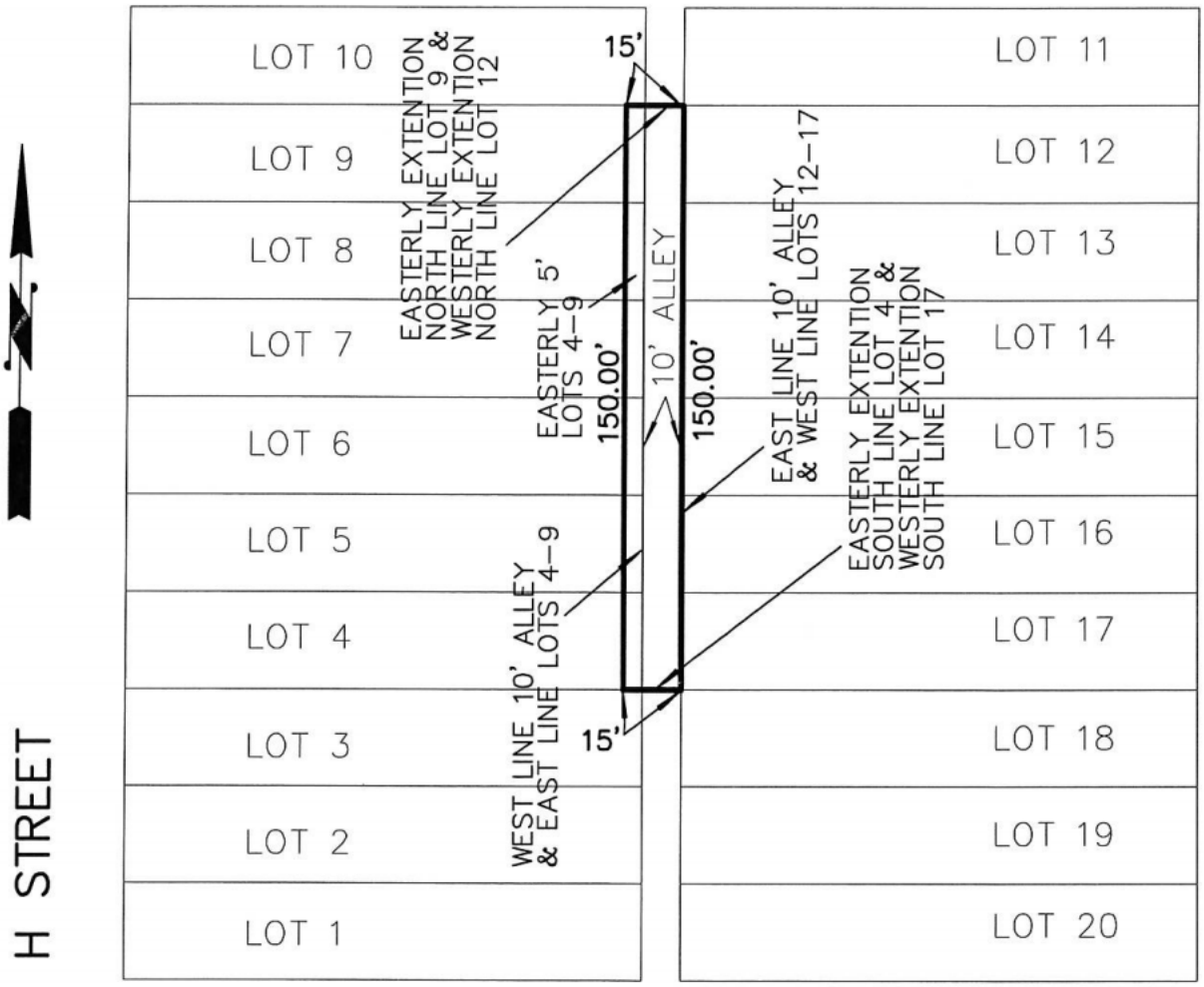
PARCEL IV: 38434421150160040 (120 N. H Street, Lake Worth, FL 33460)

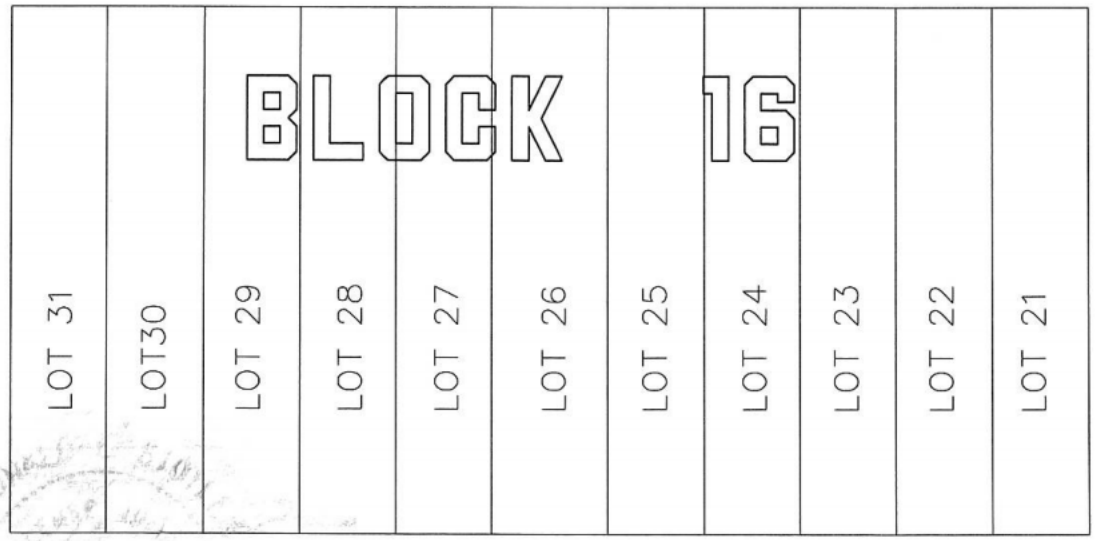
DESCRIPTION:

Lots 4 and 5, in Block 16, of Townsite of Lucerne (now known as Lake Worth), according to the Palm Beach Farms Company Plat No.2, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, at Pages 29 through 40, inclusive.

Containing 6,750 square feet (0.155 acres).

12th AVENUE plat 2nd AVENUE posted





LUCERNE AVENUE

THIS IS NOT A SURVEY

NOVEMBER 25, 2016

DRAWING #16-382

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

M.S.&M. INC.

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS – 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561-746-8745 FAX 561-746-9632 E-mail info@magellansurveying.com

LEGAL DESCRIPTION

A NON–EXCLUSIVE 15 FOOT EASEMENT FOR UTILITY PURPOSES, BEING A PORTION OF A 10 FOOT ALLEY, TOGETHER WITH THE EASTERLY 5 FEET OF LOTS 4 THROUGH 9, BLOCK 16, PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID EASEMENT MORE PARTICULARY DESCRIBED AS FOLLOWS;

SAID PORTION OF ALLEY BEING BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 12 THROUGH 17, BLOCK 16; BOUNDED ON THE SOUTH BY THE EASTERLY EXTENTION OF THE SOUTH LINE OF LOT 4, BLOCK 16, ALSO BEING THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 17, BLOCK 16; BOUNDED ON THE WEST BY THE BY THE EAST LINE OF LOTS 4 THROUGH 9, BLOCK 16; BOUNDED ON THE NORTH BY THE EASTERLY EXTENTION OF THE NORTH LINE OF LOT 9, BLOCK 16, ALSO BEING THE WESTERLY EXTENTION OF THE NORTH LINE OF LOT 12, BLOCK 16; TOGETHER WITH THE EASTERLY 5 FEET OF LOTS 4 THROUGH 9, BLOCK 16. SAID EASEMENT CONTAINING 1500 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

RONALD E. STOTLER
PROFESSIONAL SURVEYOR AND MAPPER
CERTIFICATE NO. 5026
STATE OF FLORIDA

NOVEMBER 25, 2016

DRAWING #16–382

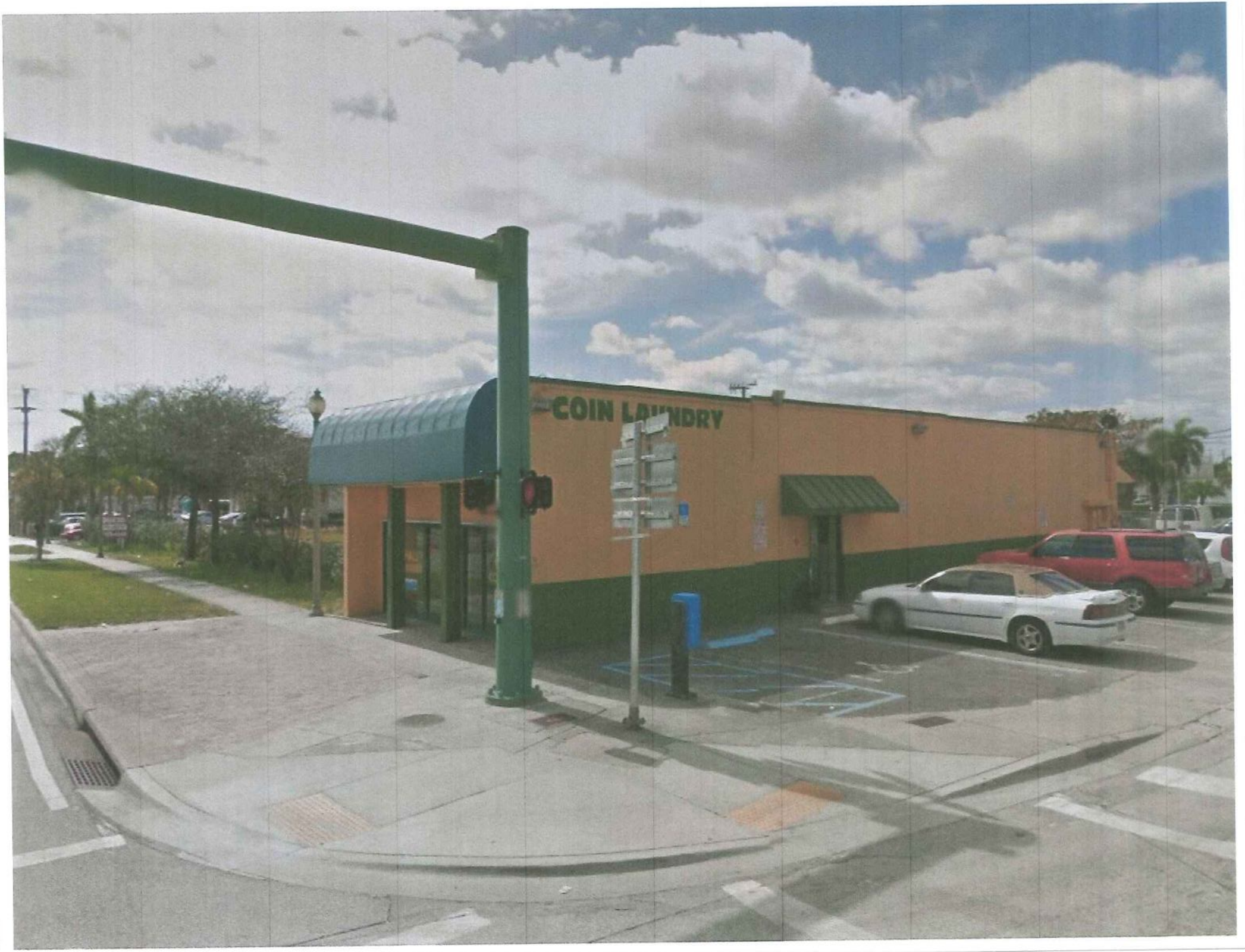
M.S.&M. INC.

MAGELLAN SURVEYING & MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS – 7571
450 S. OLD DIXIE HIGHWAY, SUITE 10
JUPITER, FLORIDA 33458
561–746–8745 FAX 561–746–9632 E–mail info@magellansurveying.com

AVAILABLE

FOR LEASE
478-4440

N


COIN LAUNDRY

COIN LAUNDRY

FOR LEASE
478-4440

AVAILABLE

COIN LAUNDRY

FOR LEASE
4440

AVAILABLE

JHI
Jeff H. Iravani, Inc.
Consulting Engineers
1934 Commerce Lane, Suite 5
Jupiter, Florida 33458
Tel: (561) 575-6030 Fax: (561) 575-6088
Email: JHI@bellsouth.net Website: www.JHIinc.com

Alley Right-of-Way Abandonment
Justification Statement
127 N. Dixie Hwy

October 4, 2016

Jeff H. Iravani, Inc, as agent for the owner, Stateside Partners, LLC is requesting to abandon 150'x10' right-of-way in the alley south of 2nd Ave N.

The abandonment was required as a condition of the site plan approval of August 18, 2016.

The southern portion of this Alley to Lucerne Avenue was abandoned when CVS Drug store site to the south was developed.

PLANNING & PRESERVATION DIVISION
DEPARTMENT FOR COMMUNITY SUSTAINABILITY
CITY OF LAKE WORTH
1900 2ND 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: RIGHT-OF-WAY ABANDONMENT

Project Name: 129 N Dixie Hwy

Project Location: 129 N Dixie Hwy

Legal Description: Town of Lake Worth LTS 12 & 13 (Less E 23) Date Platted: _____

PCN: 38-43-44-___-___-___-_____ Existing Zoning: DT Proposed Zoning: DT

Existing FLU: DMU Proposed FLU: DMU

Proposed Use: ☐ Residential; Density _____; ☒ Commercial 125 SF; ☐ Industrial _____ SF

Total Estimated Cost of the Project: _____

FOR OFFICE USE ONLY			
PZ Project No.			
Associated Project Nos.			
Submittal Date		Sufficiency Date	
Project Planner Assigned			
Total Fee Amount	$ _____ ☐ PAID _____ ☐ DUE _____		

Project Manager/Contact Person: Jeff H. Iravani

Company: Jeff H. Iravani, Inc.

Address: 1934 Commerce Lane Suite 5 (Street Address) | Jupiter (City) | FL (State) | 33458 (Zip)

Phone No.: 561-575-6030 E-Mail Address: jhi@bellsouth.net

Applicant Name (if different from Project Manager):

Company: Diwali Inc

Address: 6239 Floridian Circle (Street Address) | Lake Worth (City) | FL (State) | 33463 (Zip)

Phone No.: E-Mail Address:

Owner Name: Dinesh Patel, President.

Company: Diwali Inc

Address: 6239 Floridian Circle (Street Address) | Lake Worth (City) | FL (State) | 33463 (Zip)

Phone No.: 561-818-8649 E-Mail Address:

OWNER'S CONSENT

Dinesh K. Patel - Diwali Inc ("Owner") certifies that it is the owner of the property located at 129 N Dixie Hwy ("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 Jeff H. Iravani, 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: D. K. Patel Date: 12-1-16

Name/Title of Signatory: President

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 15 day of December, 2016, by Dinesh Patel who is personally known to me or who produced a _____ as identification. He/she did not take an oath.

(NOTARY SEAL)

MELANIE JO PRIEST
Notary Public - State of Florida
Commission # GG 012783
My Comm. Expires Aug 1, 2020
Bonded through National Notary Assn.

Melanie Priest
(Signature of Notary Public)

Melanie J. Priest
(Name of Notary)

RESOLUTION NO. 71-2016 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF A 10 FOOT WIDE RIGHT OF WAY EXTENDING 150 FEET LYING IN BLOCK 16, BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 12 THROUGH 17 AND BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 4 THOUGH 9; BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 9; BOUNDED ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4, ACCORDING TO THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSHITE OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THOUGHT 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND AS MORE SPECIFICALLY DESCRIBED IN THE RESOLUTION; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Stateside Partners, LLC, owns the properties generally located at 120, 124, 128 North “H” Street and 127 N. Dixie Highway; and

WHEREAS, Diwali, Inc., owns the property generally located at 129 N. Dixie Highway; and

WHEREAS, Stateside Partners, LLC, and Diwali, Inc., seek to have the City abandon the 10 foot City right-of-way between their properties (extending approximately 150 feet) in order to develop the properties; and

WHEREAS, the City has reviewed the joint request for abandonment and does not object to the abandonment; however, the City will require a grant of easement for public utilities located in the abandonment area; and

WHEREAS, the City Commission seeks to hear the proposed abandonment at a public hearing on January 10, 2017 and consider any comments, objections or protest to the same.

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 owners:

A PORTION OF A TEN FOOT ALLEY TO BE ABANDONED AS SHOWN ON THE PLAT OF THE PALM BEACH FARMS CO. PLAT NO. 2, THE TOWNSITE

OF LUCERNE, AS RECORDED IN PLAT BOOK 2, PAGES 29 THROUGH 40, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND MORE PARTICULARLY DECIREBED AS FOLLOWS:

SAID PORTION OF ALLEY TO BE ABANDONED LYING IN BLOCK 16, SAID PLAT BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 12 THROUGH 17, BLOCK 16; BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 4 THROUGH 9, BLOCK 16; BOUNDED ON THE NORTH BY THE EASTERLY EXTENTION OF THE NORTH LINE OF LOT 9, BLICK 16, SAID PLAT, EXTENTION ALSO BEING THE WESTERLY EXTENTION OF THE NORTH LINE OF LOT12, BLOCK 16; BOUNDED ON THE SOUTH BY THE EASTERLY EXTENTION OF THE SOUTH LINE OF LOT 4, BLOCK 16, SAID PLAT, EXTENTION ALSO BEING THE WESTERLY EXTENTION OF THE SOUTH LINE OF LOT 17, BLOCK 16, SAID PLAT.

CONTAINING 1500 SQUARE FEET MORE OR LESS.

Section 3. A public hearing is to be held at 6:00 p.m., on January 10, 2017, 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 , objections or protests 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 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Construction contract with One Call Property Services, Inc. for the construction of the Domino Park Improvements Project.

SUMMARY:
The Contract provides for the construction of the Domino Park Improvements project on South G Street between South 8th and 9th Avenues at a cost not to exceed $43,231.

BACKGROUND AND JUSTIFICATION:
Palm Beach County has agreed to make a total of $34,813 in unexpended Community Development Block Grant (CDBG) funds available to the City to make improvements to an unimproved parcel of land in the public right-of-way on South G Street between South 8th Avenue and South 9th Avenue that is currently being used by residents as an informal location to play checkers and dominoes on makeshift tables and chairs.

The project entails improvements to this parcel, commonly referred to as Domino Park, in order to better accommodate the needs of the residents through the provision of a more attractive venue that is better protected against the elements. Proposed improvements include clearing and grubbing of the site, installation of a concrete slab, purchase/construction of an open pavilion with amenities, equipment, landscaping and other site improvements consistent with park projects. All improvements will be Americans with Disabilities Act (ADA) compliant.

The City originally bid the project on September 13, 2016 and the bid was cancelled due to the lowest, most responsive bidder's proposal being too high. The project was re-bid on October 18, 2016 and One Call Property Services was the lowest responsive, responsible bidder. Staff is recommending award to One Call Property Services, Inc.

MOTION:
I move to approve/ not approve the construction contract with One Call Property Services for the Domino Park Improvements Project; and amend the FY 2017 budget for the portion of the PBC grant.

ATTACHMENT(S):
Fiscal Impact Analysis
Contract
One Call Property Services Bid Submittal
County CDBG Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	43,231	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Grant Revenues	-34,813	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	8,418	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	FY2017 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
170-5020-519.63-15	Improve other than build - Infrastructure	304,907		304,907	-8,418	296,489
180-9710-XXX-XX-XX	Reprogrammed CDBG Grant *	0		34,813 *	-34,813	0

* Approval granted by Palm Beach County to use unexpended balance in the amount of $34,813 from the following completed CDBG projects:

- 5th Avenue North, 9th Ave South, and 10th Ave South. Please see attachment #3 in optiview.

C. Department Fiscal Review: __JB___

CONSTRUCTION CONTRACT FOR
DOMINO PARK IMPROVEMENTS PROJECT
IFB # 16-129

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **One Call Property Services, Inc.**, a Florida corporation, with its principal address at 991 Stinson Way, Ste. # 408, West Palm Beach, FL 33411 ("Contractor").

WHEREAS, the City issued Invitation For Bid # 16-129 for construction services for the project known as the Domino Park Improvements Project ("IFB"); and

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

WHEREAS, the City desires to award the IFB to the Contractor for the Domino Park Improvements Project ("Project"); and

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

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

Article 1. DEFINITIONS.

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 Invitation for Bid #16-129 (including, but not limited to, the plans issued therewith) ("IFB"); the underlying Community Development Block Grant Agreement that funds a portion of the Project (as may be amended); the bid submitted by the Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the City, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

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

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

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the City Manager or designee, City of Lake Worth, Florida**. In the administration

of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the City Manager or the City Commission (depending on the authority set forth in the City's Procurement Code).

1.3 Contract Price. The Contract Price shall be $43,231.00 (Forty-Three Thousand Two Hundred Thirty-one Dollars and 00/100 Cents, which shall be payable in accordance with paragraph 3 of this Contract.

1.4 The Community Development Block Grant Project Agreement. The Project is being funded in whole or in part by the Community Development Block Grant Project Agreement between Palm Beach County and the City, dated December 15, 2015 (as may be amended), which includes the Requirements for Federally Funded Projects ("Grant Agreement"). The Contractor shall abide by all requirements and obligations imposed on the City or the City's subcontractor (or as otherwise identified) under the Grant Agreement. This includes, but is not limited to, the Contractor abiding by all federal HUD Section 3 requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements stated in the Requirements for Federally Funded Projects. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Contractor to be extended.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **60 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **75 calendar days** from the notice to proceed.

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

Article 3. PAYMENT PROCEDURES

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

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

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

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

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

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

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

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

Article 4. SUBCONTRACTS

The total work to be accomplished by subcontractors is listed in the IFB. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

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

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

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost,

progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the IFB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

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

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

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

Article 6. INDEMNITY.

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

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the

defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

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

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

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

Article 8. PUBLIC CONSTRUCTION BOND.

Not required.

Article 9. TERMINATION.

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

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

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

- **(a)** take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the City; and,
- **(b)** finish the Work by whatever reasonable method the City may deem expedient.

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

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

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

B. TERMINATION BY THE CITY FOR CONVENIENCE

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

(a) cease operations as directed by the City in the notice;
(b) take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
(c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

Article 10. MISCELLANEOUS.

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

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

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

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

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No

waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

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

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

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

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

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

10.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

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

10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the 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.

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

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

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

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

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

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

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

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

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

and to the Contractor as follows:

One Call Property Services, Inc.,
991 Stinson Way, Ste #408
West Palm Beach, Florida 33411

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

IN WITNESS WHEREOF, the City and Contractor have caused this Construction Contract for Domino Park Improvements Project to be executed the day and year shown below.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

CJ FOR
_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **ONE CALL PROPERTY SERVICES, INC.**

By: _____

Print Name: Robert Ambrosius

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Martin)

The foregoing instrument was acknowledged before me this 27th day of October, 2016 by Robert Ambrosius, as President of One Call Property Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

_____
Notary Public

_____
Print Name: Robert Huff
My commission expires: 7-30-19

NOTARY PUBLIC STATE OF FLORIDA
ROBERT HUFF
MY COMMISSION # FF 903208
EXPIRES: July 30, 2019
Bonded Thru Budget Notary Services

ONE CALL
property services, inc.

Brent Martin, VP of Construction
991 Stinson Way, Ste #408 West Palm Beach FL 33411
TEL: (772) 324-1146
Brent@OneCallProp.com

COPY

City of Lake Worth
Financial Services, 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460

Domino Park Improvements Project
IFB #16-129
October 18, 2016 3:00 PM

(B1)

BID PACKAGE COVER SHEET

IFB #16-129	**Project Title:** Domino Park Improvements Project

Bidder Company Name: One Call Property Services, Inc.

Enclose the following documents:

- ✓ 1. Bid Package Cover Sheet. (B1)
- ✓ 2. Prior Experience. (A1)
- ✓ 3. Bid (B2) **Must be signed.**
- ✓ 4. Schedule of Bid Items (B3) **Must be signed.**
- ✓ 5. Substitution Sheet (B4). If none, mark "none".
- ✓ 6. Schedule of Sub-contractors (B5). If none, mark "none".
- ✓ 7. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- ✓ 8. Reference List (B7)
- ✓ 9. Drug Free Certification (B8)
- ✓ 10. Trench Safety Compliance Form (B9)
- ✓ 11. Contractor's Existing and Projected Workload (B10)
- ✓ 12. Bid bond or Deposit
- ✓ 13. Copies of Licenses, Certifications and Registrations (Contractor to Supply)
- ✓ 14. Form's Packet for Federally Funded Projects
- ✓ 15. Sample of your Daily Reporting Form and Employee Sign-In Sheet
- ✓ 16. Any issued Addenda

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL and TWO (2) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

IFB #16-129

DOMINO PARK IMPROVEMENTS PROJECT

CONTRACTOR'S PRIOR EXPERIENCE FORM

Contractor must provide three (3) references for each project identified to satisfy the minimum experience requirements. A reference person must be someone who has personal knowledge of the Contractor's and Subcontractor's performance. The reference person must have been informed that they are being used as a reference so that the City may check references.

Contractor' Name: One Call Property Services, Inc.

PROJECT #1

Name of Project: Abacoa Community Park- Bleachers

Project Location: Town of Abacoa

Description of Project: Installation of concrete bleacher foundation

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Concrete, grading, occupied site, safety

Description of any Change Orders: None

Contract Name: Contract EPW 2012-16 Work Order 3 Contract Amount: 11,669.00

Project Start Date: 8/4/16 Project End Date: 8/15/16

Contact Name & Title: Thomas Hernandez

Phone Number: (561) 741-2680 Email Address: ThomasH@jupiter.fl.us

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

Contractor' Name: One Call Property Services

PROJECT #1

Name of Project: Phipps Plaza Cypress

Project Location: Phipps Plaza Cypress

Description of Project: Buildout, lighting remodel

Describe the project construction elements (type of project, road lanes, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: None

Contract Name: Phipps Plaza Cypress Contract Amount:

Project Start Date: 4/12/16 Project End Date: 4/15/16

Contact Name & Title: Paul Colby, General Maintenance Supervisor

Phone Number: (561) 721-5765 Email Address: pcolby@townofpalmbeach.com

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

Contractor' Name: One Call Property Services, Inc.

PROJECT #1

Name of Project: Misc. park projects

Project Location: Various

Description of Project: Various

Describe the project construction elements (type of project, steel frame pavilion, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: none

Contract Name: Various Contract Amount: Various

Project Start Date: Various Project End Date: Various

Contact Name & Title: Aaron Howard, Facilities Specialist/Construction

Phone Number: (407- 702-7048 Email Address: howard2@martin.k12.fl.us

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

(B2)

BID

IFB 16-129

Proposal of: One Call Property Services, Inc.
(Bidder Company Name)

Bid Amount: $43,231

Forty-Three thousand, two hundred and thirty one dollars
(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

2. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

4. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $ 4,500.

5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, a Payment Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

6. Bidder understands that the contract time starts on the date of Notice to Proceed.

7. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed liquidated damages.

8. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a sub-contractor or sub-subcontractor on this project.

9. The work shall be substantially completed within **sixty (60)** calendar days after the date of such notice, and fully completed within **seventy five (75)** calendar days, with such extensions of time as are provided for in the General Terms and Conditions.

10. Liquidated damages for delay are agreed to be $500 per calendar day.

11. Bidder shall be responsible for all permitting fees and utility service connection fees unless otherwise specifically provided in the Special Terms in the Contract.

12. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

13. The City reserves the right to select and include one or more alternates in the Project and work.

14. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth:

Name	*Address*
N/A	

15. The following employee(s) of the City of Lake Worth, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	*Address*
N/A	

16. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

17. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

18. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Workmanship is warranted for 1-year

All supplies and components are warranted for 1-year

Name of Firm: One Call Property Services, Inc.

Main Address: 991 Stinson Way, Ste #408 West Palm Beach ST FL Zip 33411

Phone: (772) 324-1146 Email: Brent@onecallprop.com

FEIN: 20-3566260 State of Incor poration: Florida

Print Name: Brent Martin Title: VP of Construction

SIGNATURE: Date: 10/18/16

Project Contact Name: Brent Martin Title: VP of Construction

Phone: (772) 324-1146 Email: Brent@onecallprop.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

IFB #16-129

SCHEDULE OF UNIT BID ITEMS

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted at the top of page 16 of the IFB. These prices are used as a tool for the evaluation of the bid(s).

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
GENERAL CONDITIONS					
1	SITE MOBILIZATION/GENERAL REQUIREMENTS	1	LS	$ 200.00	$ 200.00
2	MAINTENANCE OF TRAFFIC	1	LS	$ 150.00	$ 150.00
3	EROSION CONTROL	1	LS	$ 150.00	$ 150.00
	SITEWORK				$ -
4	EXCAVATE AND REMOVE 4" OF TOP MATERIAL INCL. ROOTS	1	LS	$ 1,572.00	$ 1,572.00
5	REMOVE/DISPOSE OF EXISTING SPLIT RAIL FENCE	1	LS	$ 263.00	$ 263.00
6	4" CONCRETE SLAB (18'X18')(incl. grading work)	324	SF	$ 8.26	$ 2,676.24
7	ADA ACCESSIBLE RAMP (incl. 2'x4' truncated dome mat)	1	EA	$ 1,532.00	$ 1,532.00
8	TYPE D CURBING	80	LF	$ 27.59	$ 2,207.20
9	16'X16' STEEL FRAME PAVILION W/ FOOTERS	1	LS	$ 23,935.00	$ 23,935.00
10	BENCHES W/ TABLES	2	EA	$ 1,441.00	$ 2,882.00
11	4" MULCH	42	CY	$ 53.20	$ 2,234.40
12	WOOD SPLIT RAIL FENCE W/ POSTS	120	LF	$ 32.75	$ 3,930.00
	ALLOWANCE				
13	PERMIT FEES	1	LS	$ 1,000.00	$ 1,000.00
14	UNFORESEEN CONDITIONS	1	LS	$ 500.00	$ 500.00
		GRAND TOTAL		$	$ 43,231.84

Name of Firm: ONE CALL Property Services, Inc.

Print Name: Brent Martin Title: VP of Construction

SIGNATURE: Date: 10/18/16

(B4)

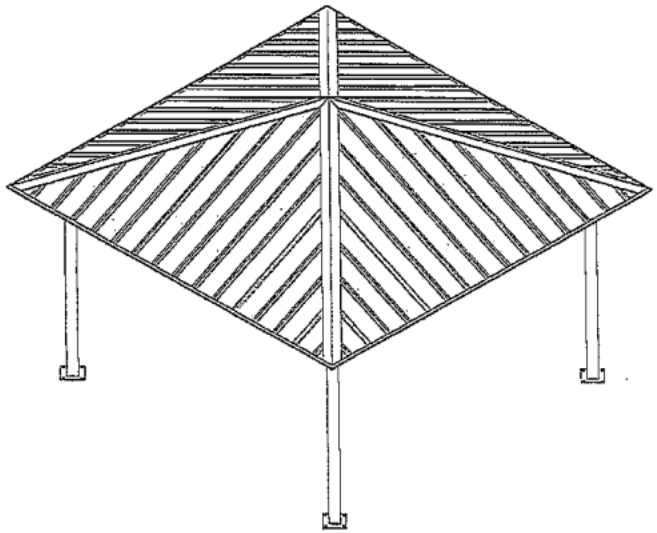
IFB #16-129

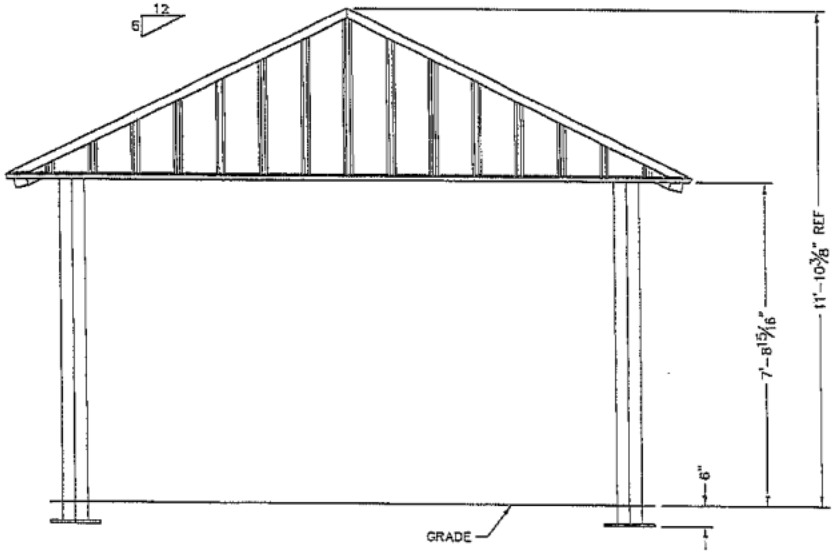
SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
Bid Item #9	Icon Shelter Systems, Inc./Model SQ16M-P6 (see attached)	$ 0	$ 0
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$





PRELIMINARY: NOT FOR CONSTRUCTION

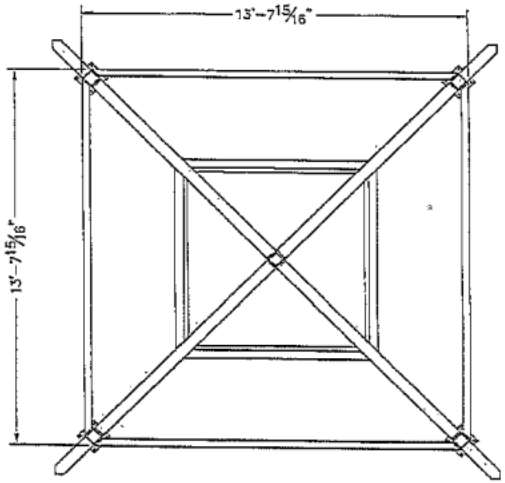
ICON
Shelter Systems Inc
DISTINCTIVE STEEL SHELTERS
WWW.ICONSHELTERS.COM
COPYRIGHT 2004, ICON SHELTER SYSTEMS, INC.
1455 LINCOLN AVE.
HOLLAND MI, 49423
616.396.6919
800.748.0695
616.396.8944 FX

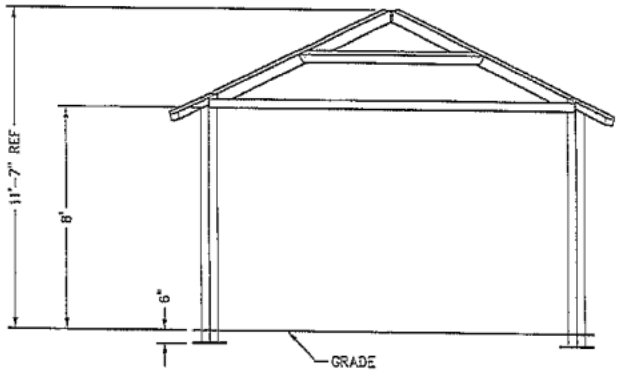
Elevation

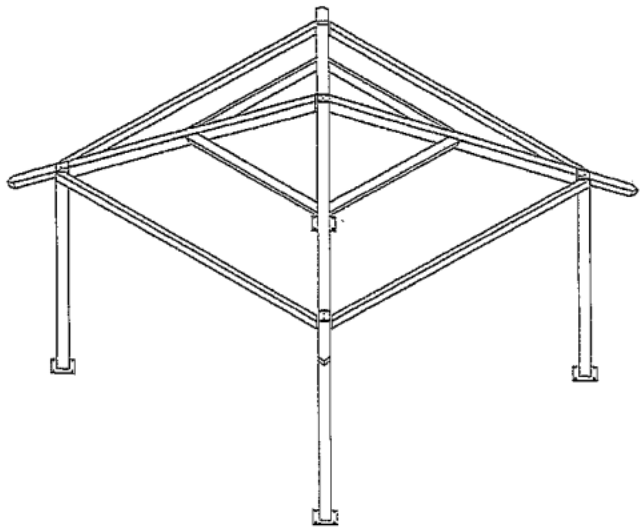
DRAWN BY:	LB
DATE:	2/27/13
JOB NO.:	STANDARD
REVISION:	
BUILDING TYPE:	SQ16M-P6
PROJECT NAME:	-75-150-150

SHEET 1.0

DWG: \\Icon01\Company\Engineering\Standards\Shelters\SQ\16\M-P6-75-150-150\Drawings\Preliminary\SQ16M-P6-75-150-150-23952.DWG







PRELIMINARY: NOT FOR CONSTRUCTION

ALL STRUCTURAL COMPONENTS WILL BE:
TUBE: ASTM A500 GRADE B
PLATE: ASTM A36
BOLTS: ASTM A325
NUTS: ASTM A563
WELDING: GMAW

NOTE:
COLUMN SIZE: HSS 5x5x3/16

ICON Shelter Systems Inc
DISTINCTIVE STEEL SHELTERS
WWW.ICONSHELTERS.COM
COPYRIGHT 2004, ICON SHELTER SYSTEMS, INC.
1455 LINCOLN AVE.
HOLLAND MI, 49423
616.396.0915
800.748.0085
616.396.9944 FX

Frame

DRAWN BY:
LB
DATE:
2/27/13
JOB NO.:
STANDARD
REVISION:
BUILDING TYPE:
SQ16M-P6
PROJECT NAME:
-75-150-150

SHEET 3.0

DWG: \\Icon01\Company\Engineering\Standards\Shelters\SQ\16\M-P6--75--150--150\Drawings\Preliminary\SQ16M-P6--75--150--150~23952.DWG

(B5)

IFB #16-129

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	Icon Shelter Systems, Inc. (company name)	Pavilion (type of work)	$ 16,601.00
	1455 Lincon Avenue, Holland MI (address)	407-641-0241 (tel. #)	
	49423 (zip code)	20-0907426 (federal I.D. #)	
2.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) $ 16,601.00

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Project Engineer for approval prior to that sub-contractor performing any work.

IFB #16-129

CONTRACTOR VERIFICATION FORM

BIDDER:

Name of Firm: One Call Property Services, Inc.

Address: 991 Stinson Way, Ste #408 West Palm Beach FL 33411

Telephone: (772) 324-1146

Fax: (772) 409-8620

Email: Brent@onecallprop.com

CONTRACTOR OF RECORD (if same, state "same as above"):

Name: Same as above

Address: _____

Telephone: ( ) _____

Email: _____

State License # CGC1519002 **(ATTACH APPLICABLE COPY)**

County License # 2016094905 **(ATTACH APPLICABLE COPY)**

Type of License: Certified General Contractor

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

Is the Contractor/Licensee a full-time employee of Bidder?

✓ Yes ____ No ____ N/A

Will the Contractor/Licensee be in responsible charge of the work performed and installed under this contract?

✓ Yes ____ No ____ N/A

City License: (ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT – May be obtained from City Construction Services)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)

DOMINO PARK IMPROVEMENTS PROJECT

IFB #16-129

LIST OF REFERENCES

NOTE: If you completed A-1 this form may be omitted.

1. Owner's Name & Address: See A-1 form

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( ) _____ E-mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: ( ) _____ Fax: ( ) _____ E-Mail: _____

(B8)

IFB #16-129

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

One Call Property Services, Inc. does:
(Name of Business)

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 violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid 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 bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidders Authorized Signature

Print Name: Brent Martin

10/18/16
Date

IFB 16-129

FLORIDA TRENCH SAFETY COMPLIANCE

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

☒ ***If Not Applicable - Check this Box and sign below.***

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:

☐ Included in the specifications for this bid or

☐ Are identified as: _____

2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.

3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B-3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B-10 shall be consistent with Form B-3. The bid items for
trench safety compliance on Form B-3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.				
B.				
C.				
	Shoring Safety Measure (Description)	**Cost per Square Foot**	**Square Feet**	**Extended Cost**
D.				
E.				
F.				

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: One Call Property Services, Inc.

Authorized Signature: _____

Date: 10/18/16

IFB # 16-129

Contractor's Existing and Projected Workload Form

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
PBC- Treatment Plant	Palm Beach County	Palm Beach County	$379,862.00	98%	10/3116
Fountains- Guard Gate	Fountains Country Club	Slattery & Associates	$362,864.84	5%	11/30/17
Porch Enclosure	City of Lake Worth	CPH	$133,892.68	50%	10/31/16
Demolition Projects	Palm Beach County	n/a	$93,705.70	100%	9/15/16

Lauren Hodde

From: Felipe Lofaso <flofaso@LakeWorth.org>
Sent: Monday, October 17, 2016 4:48 PM
To: Lauren Hodde
Cc: David Rey
Subject: RE: Domino Park IFB #16-121

Yes you can. Please attached this email to the bid bond for the record. The City's Procurement office may not have mailed back your original bid bond in time.

Thanks,

Felipe Lofaso
Assistant Director for Public Services
City of Lake Worth
1749 3rd Ave South
Lake Worth, FL 33460
561-586-1720
flofaso@lakeworth.org

From: Lauren Hodde [mailto:Lauren@onecallprop.com]
Sent: Friday, October 14, 2016 3:05 PM
To: Felipe Lofaso <flofaso@LakeWorth.org>
Cc: David Rey <David@onecallprop.com>
Subject: Domino Park IFB #16-121

Felipe,

We handed in the original bid bond on the first bid submission of the above referenced bid. Can we place a copy of this bond when we turn in the resubmission next week? We will be using the same bid bond.

Thank you,

Lauren Hodde

7804 SW Ellipse Way | Stuart, Florida 34997
O: 772.223.8400 | F: 772.409.8620
lauren@onecallprop.com | www.fire-water-mold.com
www.aatraumacleaning.com

One Call, One Company, Multiple Solutions

Confidentiality:
The information contained in this message from One Call Property Services, Inc. and any attachments are privileged and confidential and intended only for the named recipient(s). If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, copying or use of the information contained in this e-mail is strictly prohibited. If you have received

Bond No: PB11509601877-5

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
One Call Property Services, Inc.

7408 SW Ellipse Way
Stuart, FL 33997

SURETY:
(Name, legal status and principal place of business)
Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

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

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

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

BOND AMOUNT: 5% of Total Amount Bid Not to exceed: Four thousand, five hundred and no/100 dollars ($4,500.00)

PROJECT:
(Name, location or address, and Project number, if any)
Domino Park Improvements IFB 16-121

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 13th day of September, 2016

	One Call Property Services, Inc.
(Witness)	*(Principal)* *(Seal)*
	(Title) Robert Ambrosius, President
C. Nales	Philadelphia Indemnity Insurance Company
(Witness)	*(Surety)* *(Seal)*
	(Title) Bradford J. Quirl , Attorney-In-Fact

Init.

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

Anne M. Gannon
Constitutional Tax Collector
Serving Palm Beach County
P.O. Box 3353
West Palm Beach, FL 33402-3353

Business Tax Account

LBTR Number	Tax Type	Status
2016094905	Business Tax	Active

Mailing Address:
ONE CALL PROPERTY SERVICES INC
991 STINSON WAY 408
WEST PALM BEACH , FL 33411

Location Address:
991 STINSON WAY 408
WEST PALM BEACH FL 33411

Notice to Business Tax Payer

Important Payment Information

Local business tax receipts expire September 30 and may be renewed on or after July 1. Delinquent business taxes are payable online. Local business tax receipts not renewed by September 30 are delinquent and subject to a delinquency penalty of ten percent for the month of October, plus an additional five percent for each month of delinquency.

Business Account Tax Bills

Bill Year	Gross Tax	Amount Paid	Discount	Penalty/Fees	Interest	Due Date	Amount Due
2017	$27.50	$27.50	$0.00	$0.00	$0.00	9/30/2016	$0.00
2016	$27.50	$44.39	$0.00	$0.00	$0.00	9/30/2015	$0.00
2015	$13.75	$27.20	$0.00	$0.00	$0.00	6/1/2015	$0.00
						Total	$0.00

State of Florida
Department of State

I certify from the records of this office that ONE CALL PROPERTY SERVICES INC. is a corporation organized under the laws of the State of Florida, filed on September 29, 2005.

The document number of this corporation is P05000133724.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 27, 2016, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of April, 2016

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Ken Detzner

Secretary of State

Tracking Number: CC6553217629

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

AMBROSIUS, ROBERT C
ONE CALL PROPERTY SERVICES INC
7804 SW ELLIPSE WAY
STUART FL 34997

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.** 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!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1519002 ISSUED: 07/27/2016

CERTIFIED GENERAL CONTRACTOR
AMBROSIUS, ROBERT C
ONE CALL PROPERTY SERVICES INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607270001332

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1519002	

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

AMBROSIUS, ROBERT C
ONE CALL PROPERTY SERVICES INC
991 STINSON WAY
SUITE #408
WEST PALM BEACH FL 33411

ISSUED: 07/27/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607270001332

PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

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

(1) He is VP Construction of One Call Property Services, Inc., the Bidder that has submitted a proposal to perform work for the following project:

Contract #: 16-129 Project Name: Domino Park Improvements Project

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

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

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

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

Signature

Subscribed and sworn to (or affirmed) before me this 18 day of October 20 16 by Brent Martin, who is personally known to me or who has produced ___ as identification.

NOTARY SEAL

Notary Public State of Florida
Lauren Hodde
My Commission FF 926802
Expires 10/13/2019

Notary Signature:

Notary Name: Lauren Hodde
Notary Public-State of Florida

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PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

(1) I am VP Construction of One Call Property Services, Inc., the bidder that has submitted a proposal to perform work for the following project:

Contract #: 16-129 Project Name: Domino Park Improvements Project

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

Signature

Subscribed and sworn to (or affirmed) before ~~me this~~ 18 ~~day of October~~ 20 16 by ~~Brent Martin~~, who is personally known to me or who has ~~produced~~ ____ as identification.

NOTARY SEAL: Notary Public State of Florida Lauren Hodde My Commission FF 926802 Expires 10/13/2019

Notary Signature:

Notary Name: Lauren Hodde
Notary Public-State of Florida

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PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Brent MArtin , who, after being by me first duly sworn, deposes and says of his/her personal knowledge that
(1) He/she is the VP Constructionof One Call Property Services, Inc., hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: 16-129 Project Name: Domino Park Improvements Project

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and
(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature

Subscribed and sworn to (or affirmed) before me this 18 day of October, 2016 by Brent Martin, who is personally known to me or who has produced as identification.

NOTARY SEAL:

Notary Public State of Florida
Lauren Hodde
My Commission FF 926802
Expires 10/13/2019

Notary Signature:

Notary Name: Lauren Hodde
Notary Public-State of Florida

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PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: Domino Park Improvements Project

Company Name and Address:

One Call Property Services, Inc.

991 Stinson Way Ste 408

West Palm Beach, FL 33411

Signature

Brent Martin/ VP Construction
Name and Title

10/18/16
Date

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PALM BEACH COUNTY **DEPARTMENT OF ECONOMIC SUSTAINABILITY**

WORKFORCE PROJECTION

PROJECT NAME:	City of Lake Worth - Domino Park Improvements

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

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

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

Submitted by: One Call Property Services, Inc.

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

(for use by subcontractors)

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

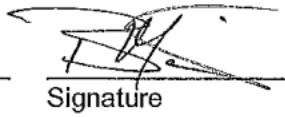
1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or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

Project Name: Domino Park Improvements Project

Subcontractor Name: One Call Property Services, Inc.

Address: 991 Stinson Way, Ste 408 West Palm Beach, FL 33411

By: Brent Martin/VP Construction — Name and Title



Signature

9/13/16 — Date

Project: PROJECT NAME
Updated: TODAYS DATE

DAILY SCHEDULE

ONE CALL property services, inc.

Num	Location	Item	Responsible	8/9 Sun	8/10 Mon	8/11 Tue	8/12 Wed	8/13 Thu	8/14 Fri	8/15 Sat	8/16 Sun	8/17 Mon	8/18 Tue	8/19 Wed	8/20 Thu	8/21 Fri	8/22 Sat	8/23 Sun	8/24 Mon	8/25 Tue	8/26 Wed
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PROJECT SIGN IN SHEET

PROJECT NAME: _____ DATE: 8/16/2016

ONE CALL property services, inc.

Present	Name	Company	Phone	Email

1

PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABILITY

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME:	City of Lake Worth - Domino Park Improvements

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

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

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

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

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

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

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

Wage Decision(s) No.:	FL160173 Mod -2-: Heavy

than 50 Tons;
Hydraulic/Friction Cranes;
& All Types of Flying
Cranes; Boom Truck.....$ 29.05 8.80
Cranes with Boom Length
Less than 150 Feet (With
or without jib); Hydraulic
Cranes 25 Tons & Under, &
Over 50 Tons (With Oiler);
Boom Truck.....$ 28.32 8.80
OPERATOR: Drill.....$ 25.80 8.80
OPERATOR: Oiler.....$ 22.99 8.80

---

* IRON0402-003 10/01/2015

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 22.34	10.15

LABO1652-004 06/01/2013

	Rates	Fringes
LABORER: Grade Checker	$ 14.50	4.92

PAIN0452-007 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 19.50	8.83

SUFL2009-169 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER	$ 16.93	0.00
LABORER: Common or General	$ 10.64	0.00
LABORER: Landscape	$ 7.25	0.00
LABORER: Pipelayer	$ 14.00	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63	2.20
OPERATOR: Asphalt Paver	$ 11.59	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10	2.44

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

C-2055

8/2/16 RM
CON-A

R2016 1157

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF LAKE WORTH

THIS AGREEMENT, entered into on SEP 1 3 2016 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 Domino Park, 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 58. 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.

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 $34,813 for the period of September 13, 2016 through and including July 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. 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 July 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 termination or 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 areas 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 areas shall be awarded contracts in connection with the project. The Municipality shall comply with 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 $750,000 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.

CERTIFICATE OF INSURANCE

Prior to execution of this Agreement, the Municipality shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Municipality shall provide this evidence to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Municipality with instructions regarding a substitute delivery address.

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 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 or in Exhibit "A" 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 SEP 1 3 2016, 20__.

(MUNICIPALITY SEAL BELOW)

CITY OF LAKE WORTH

By: _____ 8/9/16
Pam Triolo, Mayor

By: _____
Pamela J. Lopez, City Clerk

By: _____ 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

By: _____
Mary Lou Berger , Mayor
Palm Beach County

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: R2016 1157

Approved as to Form and
Legal Sufficiency

By: _____
James Brako,
Assistant County Attorney

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
Sherry Howard,
Deputy Director

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EXHIBIT "A"
WORK PROGRAM NARRATIVE

1. **MUNICIPALITY OBLIGATIONS:**

A. **PROFESSIONAL SERVICES (Consultant):** The Municipality, using its own resources, shall utilize an architect and/or engineer (a Florida Registered Architect and/or Florida Professional Engineer) to provide design services to create plans and specifications for the improvements to be installed at Domino Park on the east side of South G Street between South 8th Street and South 9th Street in Lake Worth. The consultant shall 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 shall include but not be limited to clearing and grubbing of the project site, concrete slab installation, purchase/construction of an open pavilion with related amenities, equipment, landscaping and site improvements consistent with these park type projects.

(1) Should the Municipality use brand names in the bid package/drawings/ specifications for this project, then these documents shall:
(a) Clearly note that the 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 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" to the Agreement, 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.

F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of this contract, the Agency shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Agency shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Agency shall ensure that its contractor and subcontractors have complied with the requirements of 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 July 1, 2017. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Advertise & Accept Bids by	November 1, 2016
Start Construction by	December 1, 2016
Complete Construction by	April 15, 2017
Submit Final Reimbursement Request by	June 15, 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, that 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 thereof 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 termination or 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 $34,813. However, the County shall not provide any funding for 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

Report For:	Month: _____ Year: _____
Sub-recipient Name:	City of Lake Worth
Project Name:	Domino Park Improvements
Report Prepared By:	_____ _____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____Other Funds:$_____

Amounts Expended to Date:

//	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$ 34,813	$	%
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.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Task Order #13 with Baxter Woodman, Inc. for the engineering design and construction management of the 2nd Ave South - Dixie to Federal project

SUMMARY:
The Task Order provides for design engineer, assistance with bidding, and construction phase services at a cost not to exceed $76,894.

BACKGROUND AND JUSTIFICATION:
2nd Avenue South between Dixie and Federal Highways has been identified by the City's Public Services Department as being in severe structural disrepair and in need of full roadwayreconstruction. The project is being partially funded through Community Development Block Grant (CDBG) funding for the construction phase of the project.

The engineer will also be responsible for assisting the City with neighborhood outreach and to design a functional and vital roadway segment that is part of the City's downtown corridor.

MOTION:
I motion to approve / not approve Task Order #13 with Baxter Woodman, Inc.

ATTACHMENT(S):
Fiscal Impact Analysis
Task Order #13 – Baxter Woodman, Inc.

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	76,894	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	76,894	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	FY2017 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
170-5020-519-34-50	Contr. Serv. / Other Cont. Serv.	218,274	TBD	218,274	-76,894	141,380

C. Department Fiscal Review: _JB_

Task Order No. 13
City of Lake Worth – Engineering Services for 2nd Avenue South Roadway Improvements

A. BACKGROUND

The City of Lake Worth (CITY) requested Mathews Consulting (MC) to provide Engineering Services for the 2nd Avenue South (Dixie Highway to Federal Highway) Roadway Improvements Project. The project is located within the City of Lake Worth's Community Development Block Grant (CDBG) target area. CDBG funding will be provided for the project through Palm Beach Department of Economic Sustainability. Refer to project location map below.

Exhibit 1
Project Location Map

The streetscape improvements consist of:

- Replacement of the existing roadway section
- New sidewalk and curbing (ADA compliant)
- Green space
- Roadway striping & signage
- Bike striping & Symbols
- Heavy duty pavement section for downtown truck bypass

MATHEWS CONSULTING
a BAXTER & WOODMAN company

B. SCOPE OF SERVICES

The Engineering Services shall include the following tasks:

- Task 1 – Data Collection
- Task 2 – Preliminary Design Services
- Task 3 – Final Design Services
- Task 4 – Public Outreach Meetings
- Task 5 – Bidding Assistance
- Task 6 – Construction Administration Services
- Task 7 – Construction Inspections

The specific scope of services to be provided by MC in this Contract includes the following:

Task 1 – Data Collection

Subtask 1.1 Survey

MC shall provide the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. All existing facilities and utilities within the established project limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:

    a. Location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency. This also includes the horizontal location of the front two corners of the building on each lot and finished floor elevations.

    b. Location of all known above and below ground existing utilities: LW Electric, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures.

    c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines, block numbers and dedicated easements.

    d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades, low points, and all right-of-way lines.

    e. Provide centerline topo on the side streets as shown in Exhibit 1 to determine stormwater flow pattern.

f. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.

g. The above topographical survey data will be prepared in AutoCAD (Version 2013) format at a scale of 1"=20', as one continuous file. Mathews Consulting standard layering system shall be used.

Subtask 1.2 Utility Coordination

Coordination with utility agencies (electric, phone, gas, water and CATV) shall be performed to collect record information. This Subtask includes reconciling apparent discrepancies between record information and photographic and field-verification information.

Subtask 1.3 Roadway/Pipeline Corridor Analysis

Field reconnaissance of the roadway/pipeline corridor shall be performed. Photograph log walk-through will be included. Potential conflicts will be identified.

Subtask 1.4 Subsurface Investigations

MC shall furnish the services of a professional geotechnical firm (Terracon) to provide a geotechnical evaluation of the project area for soil strata and pavement section identification and to determine the ground water level as part of the project. The investigation shall include one (1) standard penetration test (SPT) boring to an average depth of 15 feet; four (4) pavement cores; and one (1) field permeability test. This information will be incorporated into the design documents. The pavement cores will be taken at the intersection of the roadway with the alley ways.

Subtask 1.5 Soft - Digs

MC shall furnish the services of a professional underground services company (InfraMap, Inc.) to provide underground field locations (e.g. soft-digs) of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities in the project limits. This Contract assumes up to (13) utility locations will be required.

TASK 2 – PRELIMINARY DESIGN SERVICES

Preliminary Design shall consist of preparing a Technical Memorandum that will include up to three (3) design sections for the roadway.

Subtask 2.1/2.2 Preliminary Design Section(s)

MC shall prepare three (3) roadway section alternatives in schematic format for the roadway. These sections will illustrate the above ground improvements (roadway width, curbing, sidewalk, green area, etc.). The preliminary roadway sections shall be as follows:

- Two-lane roadway section with concrete sidewalk on both sides, grass strip, bulb-outs with on-street parking and striped bike lanes.

- Two-lane roadway section shifted to the south side of the right-of-way with 6'-7' wide sidewalk on one side, green space with street trees.
- Eastbound one-way roadway section for the purposes of a downtown bypass, heavy duty pavement section for truck traffic, 6'-7' wide sidewalk on one side, green space with street trees.

CITY staff shall make a selection on the roadway section that will be designed for under Task 3 below.

Subtask 2.3 Preliminary Design Meeting

MC shall attend preliminary design meeting with the CITY to review the roadway sections and provide a written summary of the issues discussed.

Subtask 2.4 Commission Meeting Presentation

MC shall assist the City in presenting the roadway sections to the City Commission.

TASK 3 – FINAL DESIGN SERVICES

Design shall consist of preparation of Contract Specifications, Contract Drawings and Construction Cost Opinion.

Subtask 3.1 Construction Documents

Preparation of construction documents shall include contract drawings and technical specifications. Contract drawings shall include: cover sheet, general notes, plan/profile drawings, roadway section, signage and marking plan and miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for roadway plan. MC shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2013 format. Contract documents shall include: "front-end" documents and technical specifications and shall conform to the CITY Standards. The CITY shall prepare the front-end documents and provide to MC.

Drawings and specifications (four copies) shall be submitted for CITY review at 50% (plan view only), 75% (plan/profile) and 100% (plan/profile) stages. MC shall meet with the CITY to discuss comments, and incorporate comments into final documents. MC shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2013 files in electronic format on CD.

Subtask 3.2 Construction Cost Opinion

Preparation of construction cost opinion at 50%, 75% and 100% design stages. The construction cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages.

Subtask 3.3 Design Meetings

MC shall attend "kick-off" meeting and two (2) design review meetings with the CITY and provide a written summary of the issues discussed.

Subtask 3.4 Quality Assurance

MC shall provide internal QA/QC reviews on the 50%, 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

TASK 4 - PUBLIC OUTREACH & COORDINATION

Subtask 4.1 Public Outreach Program

MC shall attend up to two (2) meetings with the homeowners in the project area. The meetings shall be coordinated by the CITY and shall also be attended by the Contractor (if meeting held during construction). This will also include assistance with the development of presentation materials for the public meeting for the affected residents.

TASK 5 – BIDDING ASSISTANCE

Subtask 5.1 Bid Advertisement

MC shall assist CITY in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. MC shall provide one (1) CD in pdf format of the bid documents to CITY. The CITY will be responsible for providing Contract Documents to the prospective bidders. The CITY shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

Subtask 5.2 Pre-Bid Conference

MC shall conduct pre-bid conference in conjunction with CITY staff and provide a written summary of issues discussed.

Subtask 5.3 Bid Clarification/Addenda

MC shall prepare addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. The CITY shall submit any addenda's to the prospective bidders.

Subtask 5.4 Contract Award

MC shall attend the bid opening, prepare bid tabulation sheets (if required) and assist CITY in evaluating bids and proposals (for the low bidder), and in assisting the CITY in assembling and awarding contract for construction. MC shall submit to CITY written recommendation concerning contract award.

Subtask 5.5 Conformed Contract Documents

MC shall prepare conformed Contract Documents for use by the Contractor and CITY during construction.

TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES

The general administration services during construction of the 2nd Avenue South Roadway Improvements Project shall include the following tasks:

Subtask 6.1 Preconstruction Conference

MC shall attend a preconstruction conference with representatives of CITY, contractor and major subcontractors for the construction contract. MC shall prepare, in writing, minutes of conference.

Subtask 6.2 Submittal Review

MC shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for conformance with the design concept and compliance with the construction contract documents. Consultant will submit reviewed shop drawings/submittals to CITY for their records.

Subtask 6.3 Pay Estimate Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials items and invoices as required. This also includes, monitoring the construction schedule monthly and reporting to the CITY conditions which may cause delay in completion.

Subtask 6.4 Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the estimated 3-month construction period. MC shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 3 to 5 working days.

Subtask 6.5 Review Change Orders

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes requested by Contractor. Analysis of major design modifications, including the preparation of significant Drawing revisions, are not included, and may require additional authorization.

Subtask 6.6 Progress Meetings/Construction Administration

MC shall conduct monthly construction progress meetings (estimated 3 meetings) to be held at an acceptable location and provide a written summary of the issues discussed. This subtask also includes normal construction administration for the 3 month construction time-frame.

Subtask 6.7 Substantial and Final Inspections

MC shall conduct a substantial and final inspection with the CITY and Contractor to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspection (substantial and final) for the project. MC shall recommend, in writing, final acceptance of the work to the CITY. The CITY may, at CITY's option proceed to make final payment to the construction contractor.

TASK 7 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Inspections phase services to be provided by MC include the following:

1. Provide a Construction Inspector to provide periodic inspections (15 hrs/week) during the construction of the work in a total period of not-to-exceed 12 weeks (total of 198 hours) for the construction contract. Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the performance of the work of the Contractor, who will:

   - Serve as MC's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.

   - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever MC believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.

   - Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to CITY.

   - Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. MC shall make recommendation for action by the CITY.

   - Review Contractor As-Built information on a monthly basis to confirm updates are being made.

   - Review all Contractor density test results performed by Professional Geotechnical Company.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

C. ASSUMPTIONS

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Contract and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. MC assumes that all existing and proposed infrastructure roadway/pipeline alignments are within the CITY's, rights-of-way.

2. CITY will be responsible for acquisition of easements (including temporary construction easements), if required. Surveying and legal work necessary to prepare document for and to secure easements (temporary and permanent) required for installation of the roadway/piping improvements is the responsibility of the CITY.

3. CITY will provide MC record drawings of all available existing facilities in the project area.

4. MC assumes construction duration in the field of 3 months. MC shall provide periodic inspections (total of 198 hours). CITY will provide inspector to oversee construction periodically during the hours that MC is not on the project site.

5. Contractor shall be responsible for preparing Record Drawings.

6. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services item not currently included in this Scope of Work.

7. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.

8. CITY is responsible for all permitting fees, including costs of public notification in local newspapers.

D. ADDITIONAL SERVICES

The following are examples of some specific Additional Services Items that may be required, but are not included within this Amendment. Generally, a condition contrary to the work description in

Section B or assumptions of Section C (upon which the Contract fee is based) is considered an Additional Services Item. Examples include:

1. Additional supervision or construction observation in excess of that specified in this Contract.

2. Assisting the CITY in the settlement of construction contract claims will be an additional service.

These and other services can be provided, if desired by the CITY, under separate Contract(s) or by an amendment to this Contract. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the CITY.

E. COMPENSATION

Compensation by the CITY to MC for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the above mentioned Agreement. The estimated compensation for the services described in this Contract is **$76,894.00** as shown in Table 1 below and detailed in Attachment 1.

TABLE 1: LABOR AND EXPENSE SUMMARY

	Total Cost
Task 1 – Data Collection	$17,527.00
Task 2 – Preliminary Design	$3,638.00
Task 3 – Final Design	$19,385.00
Task 4 – Public Outreach	$1,350.00
Task 5 – Bidding Assistance	$3,034.00
Task 6 – Construction Administration Services	$12,140.00
Task 7 – Construction Inspections	$17,820.00
Reimbursables	$2,000.00
Totals	**$76,894.00**

F. PROJECT SCHEDULE

The completion dates for this work is shown in Attachment 2.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the ____ day of _____, 2016.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:
By: _____
Christy Goddeau
City Attorney

_____
Date

BAXTER & WOODMAN, INC., d/b/a
Mathews Consulting, a Baxter & Woodman Company

By: _____
David L. Mathews, P.E.
Vice President Florida Operations

12-7-16
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of December, 2016, by Dave Mathews, VP, of Baxter & Woodman, an Illinios Corporation, on behalf of the corporation, and who is personally known to me or who has produced the following ~~DL's, Passport~~ as identification.

RENE L. MATHEWS
MY COMMISSION # FF 113326
EXPIRES: July 26, 2018
Bonded Thru Notary Public Underwriters

Notary Public: _____

Print Name: Rene Mathews

My commission expires: 7-26-18

MATHEWS CONSULTING
a BAXTER & WOODMAN company

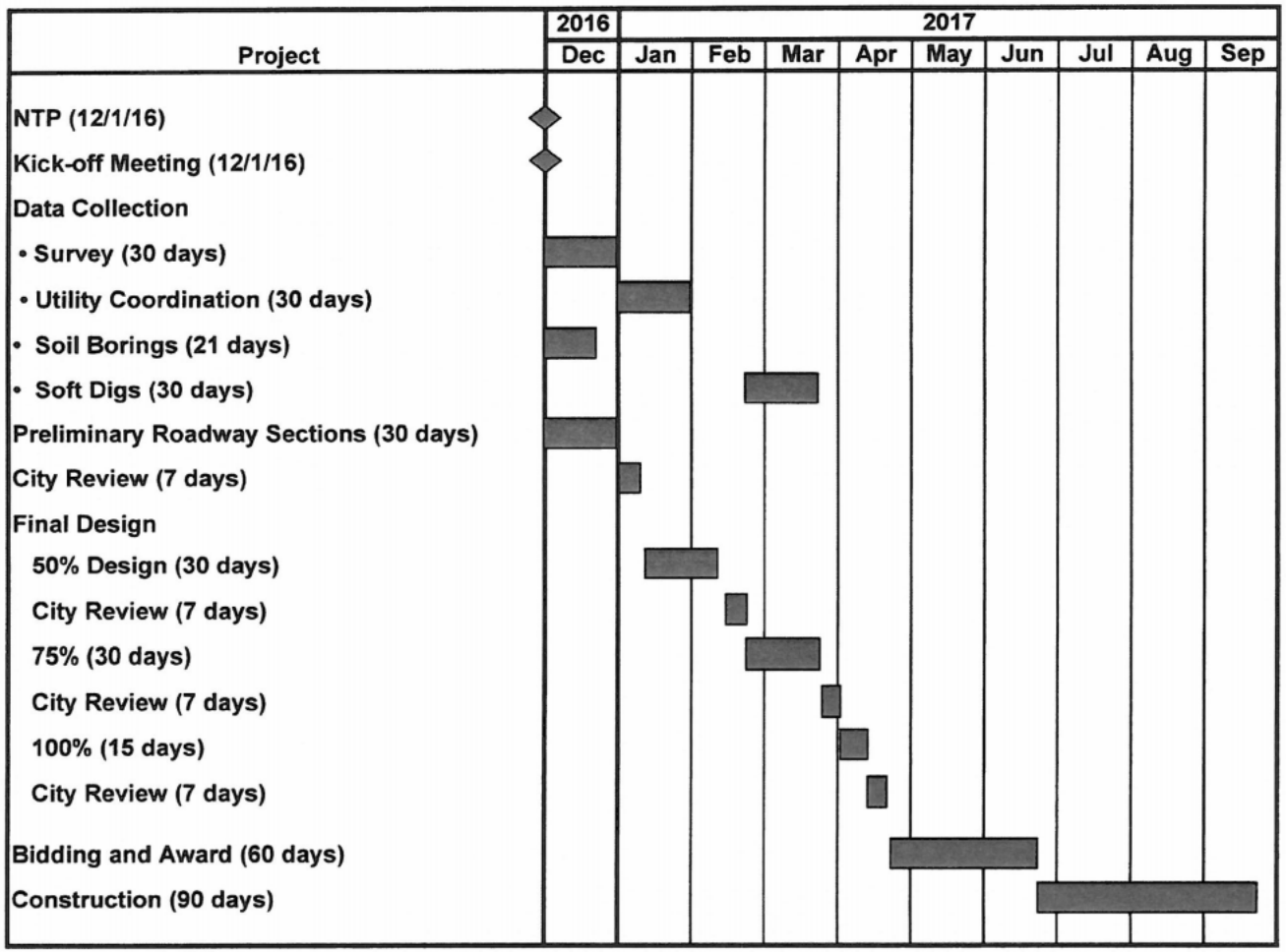
ATTACHMENT 1

2nd Avenue South Roadway Improvements Project
Budget Summary for Mathews Consulting

Task No.	Task Description	Labor Classification and Hourly Rates								
		Principal $160.00	Senior Engineer $150.00	Engineer $125.00	Sr. Engineering Technician $108.00	Construction Manager $110.00	Construction Inspector $90.00	Clerical $70.00	Total Labor	Sub-Consultant Services
1	**Data Collection**									
1.1	Survey								$7,500.00	
1.2	Roadway/Pipeline Corridor Analysis	2		2					$570.00	
1.3	Utility Coordination			3	4				$807.00	
1.4	Subsurface Investigations (Soil Borings)	2							$320.00	$3,200.00
1.5	Field Verifications (SoftDigs)	1		2					$410.00	$4,000.00
	Subtotal Task 1	**5**	**0**	**7**	**4**	**0**	**0**	**0**	**$9,607.00**	**$7,200.00**
2	**Preliminary Design**									
2.1	Preliminary Tech Memo (3 sections) - Draft	5	1		2			1	$1,236.00	
2.2	Preliminary Tech Memo (3 sections) - Final	4	1		2			1	$1,076.00	
2.3	Preliminary Design Meeting	3	1						$630.00	
2.4	Commission Meeting Presentation	3			2				$696.00	
	Subtotal Task 2	**15**	**3**	**0**	**6**	**0**	**0**	**2**	**$3,638.00**	
3	**Final Design**									
3.1a	50% Drawings & Specifications	12		4	25			2	$5,260.00	
3.1b	75% Drawings & Specifications	15		6	25			2	$5,990.00	
3.1c	100% Drawings & Specifications	10		3	15			2	$3,735.00	
3.2	Construction Cost Opinion	2		8					$1,320.00	
3.3	Design Meetings	8		4					$1,780.00	
3.4	Quality Assurance	4				6			$1,300.00	
	Subtotal Task 3	**51**	**0**	**25**	**65**	**6**	**0**	**6**	**$19,385.00**	
4	**Public Participation**									
4.1	Homeowners Meetings (total of 2)	5				5			$1,350.00	
	Subtotal Task 4	**5**	**0**	**0**	**0**	**5**	**0**	**0**	**$1,350.00**	
5	**Bidding Assistance**									
5.1	Assist in Bid Advertisement	2							$320.00	
5.2	Pre-Bid Conference	3						1	$550.00	
5.3	Bid Clarification/Addenda	3						1	$550.00	
5.4	Contract Award	2				4		1	$830.00	
5.5	Conformed Contract Documents	2			3			2	$784.00	
	Subtotal Task 5	**12**	**0**	**0**	**3**	**4**	**0**	**5**	**$3,034.00**	
6	**Construction Administration Services**									
6.1	Preconstruction Conference	2				4		1	$830.00	
6.2	Submittal Review	2				20		15	$3,570.00	
6.3	Pay Estimate/Schedule Review					10			$1,100.00	
6.4	Construction Clarifications					10			$1,100.00	
6.5	Review Change Orders	1				10			$1,260.00	
6.6	Progress Meetings/Construction Administration					24			$2,640.00	
6.7	Certification of Construction Completion	2							$320.00	
6.8	Substantial and Final Inspections					12			$1,320.00	
	Subtotal Task 6	**7**	**0**	**0**	**0**	**90**	**0**	**16**	**$12,140.00**	
7	**Construction Inspections**									
7.1	Inspections						198		$17,820.00	
	Subtotal Task 7	**0**	**0**	**0**	**0**	**0**	**198**	**0**	**$17,820.00**	
	Labor Subtotal Hours	95	3	32	78	105	198	29		$7,200.00
	Labor Subtotal	$22,700.00	$450.00	$4,000.00	$8,424.00	$11,550.00	$17,820.00	$2,030.00	$66,974.00	
	Labor Total Costs	**$66,974.00**								
	Subconsultant Costs Total	**7,200.00**								
	Subconsultant Multiplier	**1.10**								
	Subconsultant Total	**$7,920.00**								
	Reimbursables	**$2,000.00**								
	Project Total	**$76,894.00**								

ATTACHMENT 2

2nd Avenue South Roadway Improvements - Project Schedule



CITY OF LAKE WORTH · FLORIDA ·

MATHEWS CONSULTING
a BAXTER & WOODMAN company

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Agreement with US Sweeping, Inc. for City-wide street sweeping services

SUMMARY:
The Agreement provides for city-wide street-sweeping services in all four Districts on a bi-monthly basis.

BACKGROUND AND JUSTIFICATION:
The City's Stormwater Division is actively engaged in street sweeping activities throughout the City This is a service provided to maintain the roadway network as well as to keep in compliance with the City's National Pollutant Discharge Elimination System (NPDES) master stormwater permit.

Due to numerous factors inclusive of turnover of qualified staff, sweeping equipment downtime, and work scheduling conflicts, the Division has been unable to effectively maintain the level of street sweeping that is expected to keep the streets clean and maintain full compliance with the permitting requirements.

The City issued Invitation for Bid (IFB) 16-126 for City-Wide Street Sweeping Services and 2 bids were received on October 13, 2016. US Sweeping, Inc., was the lowest, most responsible and responsive bidder.

Staff is recommending the approval of a City-wide street sweeping contract with US Sweeping, Inc. The agreement term is for one year, with the option to renew for two additional one year periods, for a total possible contract of 3 years.

MOTION:
I motion to approve / not approve an agreement with US Sweeping, Inc., in an amount not to exceed $150,000.

ATTACHMENT(S):
Fiscal Impact Analysis
Agreement
Bid Submittal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	150,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	150,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	FY2017 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
408-5090-538-34-50	Contractual Services / Other Contractual Serv.	372,000	NA	361,110	-150,000	211,110

C. Department Fiscal Review: __JB__

AGREEMENT REGARDING STREET SWEEPING SERVICES

THIS AGREEMENT is made this ___ day of _____, 2016 between the City of Lake Worth, Florida, a municipal corporation with its principle office located at 7 North Dixie Highway, Florida 33460, herein referred to as the "CITY", and U.S. Sweeping, Inc., with its office located at 20533 Biscanye Blvd., Suite 443, Aventura, FL 33180 hereinafter referred to as the "CONTRACTOR".

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 IFB #16-126 for street sweeping services and the CONTRACTOR responded to the IFB and has agreed to render its services in accordance with the terms and conditions in this Agreement;

Whereas, the CONTRACTOR is a corporation duly licensed to do business in the State of Florida and desires to render the services to the CITY as provided herein;

Whereas, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. General

1.1 Agreement Documents. The Agreement Documents are incorporated herein by reference as if originally set forth in this Agreement, and comprise the entire agreement between the CITY and CONTRACTOR. The Agreement Documents consist of this Agreement, the IFB #16-126 ("IFB"), the bid submitted by the CONTRACTOR and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the CONTRACTOR finds an ambiguity, error or discrepancy in the Agreement 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 Agreement Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders; Field Orders and Amendments
Second Priority:	This Agreement
Third Priority:	This IFB, including addendums, if any
Fourth Priority:	Contractor's Proposal

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

1.3 The term of this Agreement shall be for a one year period from the date of execution. The Agreement may be renewed for two one year periods, upon the approval of the City Manager, provided that the agreement price remains the same. The CITY, however, may terminate the Agreement subject to the provisions of Section XII of this Agreement.

II. Scope of Services/Work

2.1 The nature and extent of services to be rendered by the CONTRACTOR are for street sweeping services as set forth by the terms and conditions of IFB # 16-126 which is incorporated herein by reference and in full force and effect unless superseded by the terms of this Agreement.

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 further warrants its capability and experience to perform the tasks and services provided for herein in a professional and competent manner.

Ill. Use of Agents or Assistants

3.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its duties hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the CONTRACTOR.

IV. Facilities

4.1 The CONTRACTOR shall provide the facilities necessary to complete the various work tasks to be performed hereunder. In the event CONTRACTOR requires facilities from the CITY, the CONTRACTOR shall meet and confer with the CITY before work commences. In the event the CITY facilities are to be utilized, any costs chargeable to the CONTRACTOR shall be agreed upon in advance of the commencement of work.

V. Fee and Ordering Mechanism

5.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to the fee set forth in CONTRACTOR'S pricing proposal, page B3, Alternate Exhibit "B" Schedule as well as item 3 of Exhibit "A" Schedule of its response to IFB #16-126.

The CONTRACTOR shall be paid on a monthly basis upon the receipt and approval of an invoice.

5.2 Should the CITY require additional services not included in this Agreement fees and payment for such services will be set forth in a separate addendum, as authorized by the CITY prior to any such additional services or work being performed by the CONTRACTOR.

5.3 The City's ordering mechanism for all work performed under this Agreement shall be a City Purchase Order.

CONTRACTOR shall not perform work under this Agreement without a City Purchase Order specifically for this purpose. CONTRACTOR shall not perform work which is out of scope, nor exceed any not to exceed amounts expressed on the Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for this work in any subsequent Fiscal Year. The City will issue a new Purchase Order each Fiscal Year, for required and approved services.

VI. Maximum Costs

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete all tasks as specified herein shall not exceed the unit price cost, as set forth in CONTRACTOR'S proposal, which is $23.45 per mile for street sweeping services for District 1 and 2 and this is also the per curb mile charge for additions or deletions to the annual amount of curb miles, without prior written approval from the CITY. The maximum costs, as expressed herein, include any approved costs associated with addendums approved during the performance of this Agreement.

VII. Billing

7.1 The CONTRACTOR shall submit an itemized bill to the Project Manager for approval prior to receiving compensation. Billing shall include an itemized summary of total costs billed and shall be made at such intervals as stipulated in paragraph 5.1. All billings shall include a description of the status of efforts, a brief itemization of costs associated with each task or project phase and the total task or project costs to date.

VIII. Audit by City

8.1 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 work performed or to be performed under this Agreement.

IX. Copies of Data/Documents

9.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with 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.

X. Ownership

10.1 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.

XI. Written Authorization Required

11.1 The CONTRACTOR shall not make changes to the Scope of Work or perform any additional work or

provide any additional material except as set forth in Paragraph 2.1, under this Agreement without first obtaining written authorization from the CITY for such additional work or materials. Additional labor or materials provided without written authorization shall be done at the CONTRACTOR's risk and without payment.

Xll. Defaults, Termination of Agreement

12.1 If the City's Project Manager deems that the CONTRACTOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's Project Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within fifteen (15) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 22 of this Agreement.

A. If the CONTRACTOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the City's Project Manager, the CITY may secure such services from another CONTRACTOR and the CITY may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or

B. If after fifteen (15) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the City's Project Manager, the CITY may elect to terminate this Agreement.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, upon 30 days' notice. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

XIII. Insurance

Prior to the effective date of this contract, CONTRACTOR shall be required to submit to the finance department, a copy of its Certificate of Insurance, reflecting, at a minimum, the coverages required in IFB #16-126.

Coverage must be maintained during the full term of the contract. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the CONTRACTOR to insure it or the Insurance carrier, notifies the Project Manager at least thirty (30) days before expiration of or any changes to the policy.

XIV. Waiver of Breach

14.1 The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

XV. Indemnity

15.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal

expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the CONTRACTOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed).

15.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

XVI. Entire Agreement

16.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

XVII. Assignment

17.1 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 or 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.

17.2 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.

XVIII. Successors and Assigns

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

XIX. Waiver of Trial by Jury

19.1 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.

XX. Governing Law

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

XXI. Time is of the Essence

21.1 Time is of the essence in the completion of tasks and services as specified herein. The CONTRACTOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

21.2 The CITY may recover from the CONTRACTOR any amounts paid by the CITY for damages suffered to third parties as a result of the CONTRACTOR's failure to complete the tasks and services as required in this Agreement.

XXll. Notices

22.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) 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 send via facsimile to a party at the facsimile number set forth below or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. 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
Facsimile No. (561) 586-1750

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

U.S. Sweeping Inc.
20533 Biscayne Blvd., Suite 443
Aventura, FL 33180

XXIII. Severability

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

XXIV. Forces of Nature

24.1 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. Any delays beyond the control of either party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

XXV. Counterparts

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

XXVI. Public Records

CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the services under this Agreement.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this 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 for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.

(d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTH.ORG, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FLORIDA 33460.

XXVII. 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.

XXVIII. Public Entity Crimes

28.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

XXIX. Preparation

29.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

XXX. Damage to Persons or Property

30.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

REMAINDER OF PAGE LEFT BLANK

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: **U.S. SWEEPING, INC.**

By: Isaac Baker
Print Name: Isaac Baker
Title: Operations Manager & Authorized Rep

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 1st day of Dec, 2016 by Isaac Baker, as Auth. agent of U.S. Sweeping, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

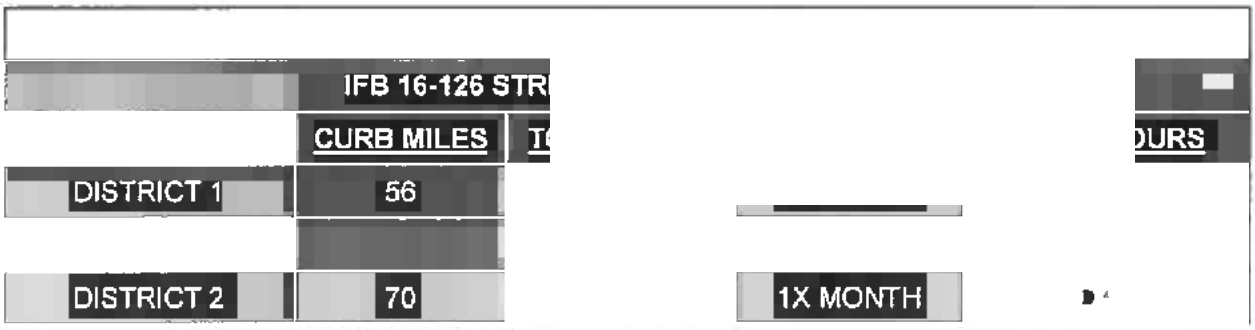
Notary Public

_____
Print Name: Kenneth S Vella
My commission expires: 9/14/19

KENNETH S. VELLA
Notary Public - State of Florida
Commission # FF 918209
My Comm. Expires Sep 14, 2019
Bonded through National Notary Assn.

Sweep

N/A


IFB 16-126 STR
CURB MILES
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URS
DISTRICT 1
56
DISTRICT 2
70
1X MONTH

ITE	EXH					
						58 40
						8 00
						156 40
						45
	sweeper)					

ALTERNATE - EXHIBIT B - SCHEDULE				
Annual Street Sweeping Services – DISTRICT 1	24	EA	1,285 20	$ 30,844 80
Annual Street Sweeping Services – DISTRICT 2	24	EA	1,606 50	$ 38,556

Suite 443

			Amount	Complete	Date
DoT E6k30	FDOT	Ryan Fisher	$300,000	20%	Feb 2019
DoT E6k47	FDOT	Bencz Vesta	$310,000	20%	Feb 2019

003612

7	87140	[redacted] d Ave	NW 54th St north
9	87240		NW 54th St north
817	87019		SR 9 in Opa-Locka north
823	87002	Red Road/NW 57th Ave	Okeechobee Road north
852	87018	County Line Road/NW 215th St	NW 27th Ave east
916	87008	NW 138th St/NW/NE 135th St	SR 826 (Palmetto Expwy)
916	87008-001	Opa-Locka Blvd (One way Pair/West Bound)	Sinbad Ave
924	87052	Gratigny Road/NW/NE 119th St	NW 27th Ave east
932	87038	NW/NE 103rd St/W 49th St/E 49th St	Okeechobee Road east
944	87250	Hialeah Dr/NW 54th St	Okeechobee Road east
953	87281	LeJeune Road /NW 42nd Ave	NW 54th St north
969	87027	Miliam Dairy Road/NW 72nd Ave	NW 58 St north
934	87080-900	NW 74th St Conn/E 21st St /W 21st St/E 4th Ave	SR 826 (Palmetto Expwy)
25	87090	Okeechobee Road/US 27	SR 826 (Palmetto Expwy) North

Miami-Da	ounty line	10.554	42.216
Golden	change	7.903	31.612
Miami-Da	ounty line	4.688	18.752
Miami-Da	ounty line	9.699	38.796
		2.534	10.136
E	.	10.253	30.759
		2.779	5.558
V	y	3.112	12.448
NE	915	9.700	38.054
		5.822	21.926
NW	916	5.056	20.224
		1.237	4.948
NW 79th St/E 25th St		2.158	8.632
Miami-Dade Broward County line		10.208	40.832

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Community Sustainability

EXECUTIVE BRIEF

TITLE:
Agreement with Akal Properties, LLC, for right of way dedication and permanent easement on Boutwell Road and Tenth Avenue North

SUMMARY:
The Agreement provides for the widening and construction of Boutwell Road infrastructure improvements as well as the upgrade of the Tenth Avenue North and Boutwell Road intersection.

BACKGROUND AND JUSTIFICATION:
The Owner, Akal Properties, LLC, is currently pursuing development of its property adjacent to Boutwell Road (the "Venetian Complex" project). The City and Owner have discussed the Owner dedicating certain land to the City for right of way purposes and granting an easement for landscaping and utilitypurposes. The City's desired dedication and easement are needed for the City's infrastructure improvements at Boutwell Road and as part of the Palm Beach County's proposed improvements to the intersection of Tenth Avenue North and Boutwell Road. The City and Owner have formalized their discussions in the attached Agreement for Right of Way Dedication and the Granting of a Permanent Easement ("Agreement").

The estimated value of the dedicated land and easement rights is $170,650.00. If the Agreement is approved, the City will apply this amount as a credit towards the City's required Sustainable Bonus Program for the Venetian Complex project. The development rights (regarding FAR and lot coverages) will also be vested based on the total area of the property prior to the dedication and grant of easement.

MOTION:
I move to approve/disapprove the Agreement for Right of Way Dedication and the Granting of a Permanent Easement.

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

AGREEMENT FOR RIGHT OF WAY DEDICATION AND THE GRANTING OF A PERMANENT EASEMENT

THIS AGREEMENT entered into this day of _____, 2016 by and between the **CITY OF LAKE WORTH**, a Florida municipal corporation, (hereinafter referred to as City) and **AKAL PROPERTIES, LLC** (hereinafter referred to as Owner), provides as follows:

WHEREAS, a project called the **"The Venetian Complex"** is being developed along the west side of Boutwell Road, at the intersection of 10th Avenue North and Boutwell Road; and

WHEREAS, Owner agrees to dedicate certain land, for right-of-way purposes to the City as shown on Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, Owner agrees to grant the City a permanent easement over certain land as shown on Exhibit "B", attached hereto and incorporated herein, for the installation and maintenance of landscaping, a bioswale and irrigation lines/equipment; and

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and City hereby agree as follows:

1. **Incorporation of Recitals**. The above-stated recitals are incorporated as if fully set forth herein.

2. **Dedication**. Owner agrees to dedicate properties, as shown on Exhibit "A", to the City for right of way purposes. Owner shall execute the right of way deed, attached hereto as Exhibit "C", and provide such executed copy to the City within five days of the approval of this Agreement by the City Commission.

3. **Easement**. Owner agrees to grant a permanent easement, as shown on Exhibit "B" to the City for the installation of landscaping, a bioswale and irrigation lines/equipment as needed, utilities, including transformer boxes, and public pedestrian and vehicular access. Owner shall execute the easement agreement, attached hereto as Exhibit "D", and provide such executed copy to the City within five days of the approval of this Agreement by the City Commission. The City shall maintain the landscaping, bioswale and irrigation lines/equipment and utilities provided by the City, located in the easement at no cost to the Owner.

4. **Sustainable Bonus Credit**. The value of the property dedicated to the City for right of way purposes and the value of the permanent easement are $170,650.00, which shall be applied to the City's required Sustainable Bonus Program.

5. **Project Vesting**. The development rights regarding FAR and lot coverages will be vested based on the total area of the property prior to the right of way dedication and the granting of the easement. If the project under consideration at this time is delayed or is not constructed, the values toward the Sustainable Bonus Program would be vested as well as the development rights of the lands dedicated.

6. **Delay of Project**. In the event the City's installation of landscaping, a bioswale and irrigation line/equipment is not completed at or prior to Owner's request for a Certificate of Occupancy, then the City's issuance of a Certificate of Occupancy shall not be withheld as a result thereof, so long as Owner has fine graded and installed bahia sod in the Easement Area.

7. **Governing Law; Venue**. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Palm Beach County, Florida.

8. **Public Records**. The Owner shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement and following completion of this Agreement if the Owner does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Owner or keep and maintain public records required by the City to perform the

service. If the Owner transfers all public records to the City upon completion of the Agreement, the Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Owner keeps and maintains public records upon completion of the Agreement, the Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR DANDREA@LAKEWORTH.ORG OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FL 33460.

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

(remainder of page left blank)

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed the day and year shown above.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

OWNER: **AKAL PROPERTIES, LLC**

By: _____

Print Name: HARJIAL S SIBIA

Title: MANAGING MEMBER

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Palm Beach)

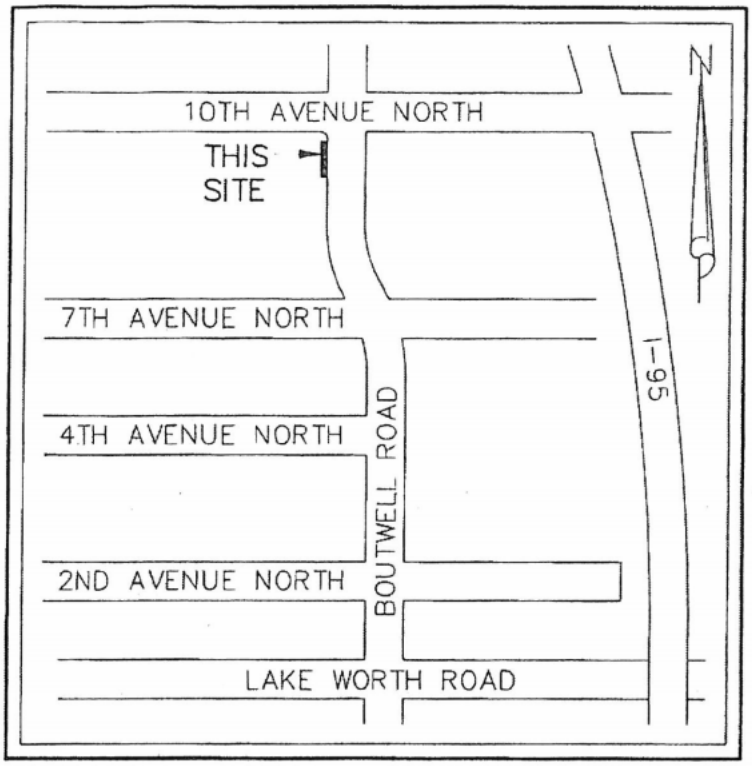
The foregoing instrument was acknowledged before me this 31st day of Oct., 2016 by Harjial S Sibia, as Manag. Mem. of Akal Properties, LLC, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Florida Driver's License as identification.

Notary Public

_____
Print Name: _____
My commission expires: _____

CHRISTA J SIMMONS
Notary Public - State of Florida
Commission # FF 898809
My Comm. Expires Jul 13, 2019
Bonded through National Notary Assn.

EXHIBIT "A" TO AGREEMENT



LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
4. THIS IS NOT A SURVEY.
5. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF TRACT 34, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING AN ASSUMED BEARING OF SOUTH 01°24'25" WEST.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB# 13-099 13 R1	SHEET: 1 OF 3

K:\2013 Jobs\13 099\dwg\13 099 13 R1.dwg 9/9/2015 9:21:20 AM EDT

DESCRIPTION:

A parcel of land being a portion of Tract 34, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 34; thence South 01°24'25" West (as a basis of bearings) along the East line of said Tract 34, a distance of 227.51 feet to a point being on a line lying 227.50 feet South of and parallel with (as measured at right angles) the North line of said Tract 34; thence North 88°08'47" West along said parallel line, a distance of 25.00 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34 and the POINT OF BEGINNING; thence continue North 88°08'47" West, a distance of 30.00 feet to a point being on a line lying 55.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence North 01°24'25" East along said parallel line, a distance of 147.91 feet; thence South 88°35'35" East, a distance of 30.00 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence South 01°24'25" West along said parallel line, a distance of 148.15 feet to the POINT OF BEGINNING.

Containing 4,441 square feet more or less.

LEGEND:

D.B. = DEED BOOK
D = CENTRAL ANGLE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PCN = PARCEL CONTROL NUMBER
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
(P) = PER THE PLAT OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA (P.B. 5, PG. 79, P.B.C.R.)
R = RADIUS
± = MORE OR LESS

Dennis J. Leavy & Associates, Inc.
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Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB#13-099 13 R1	SHEET: 2 OF 3

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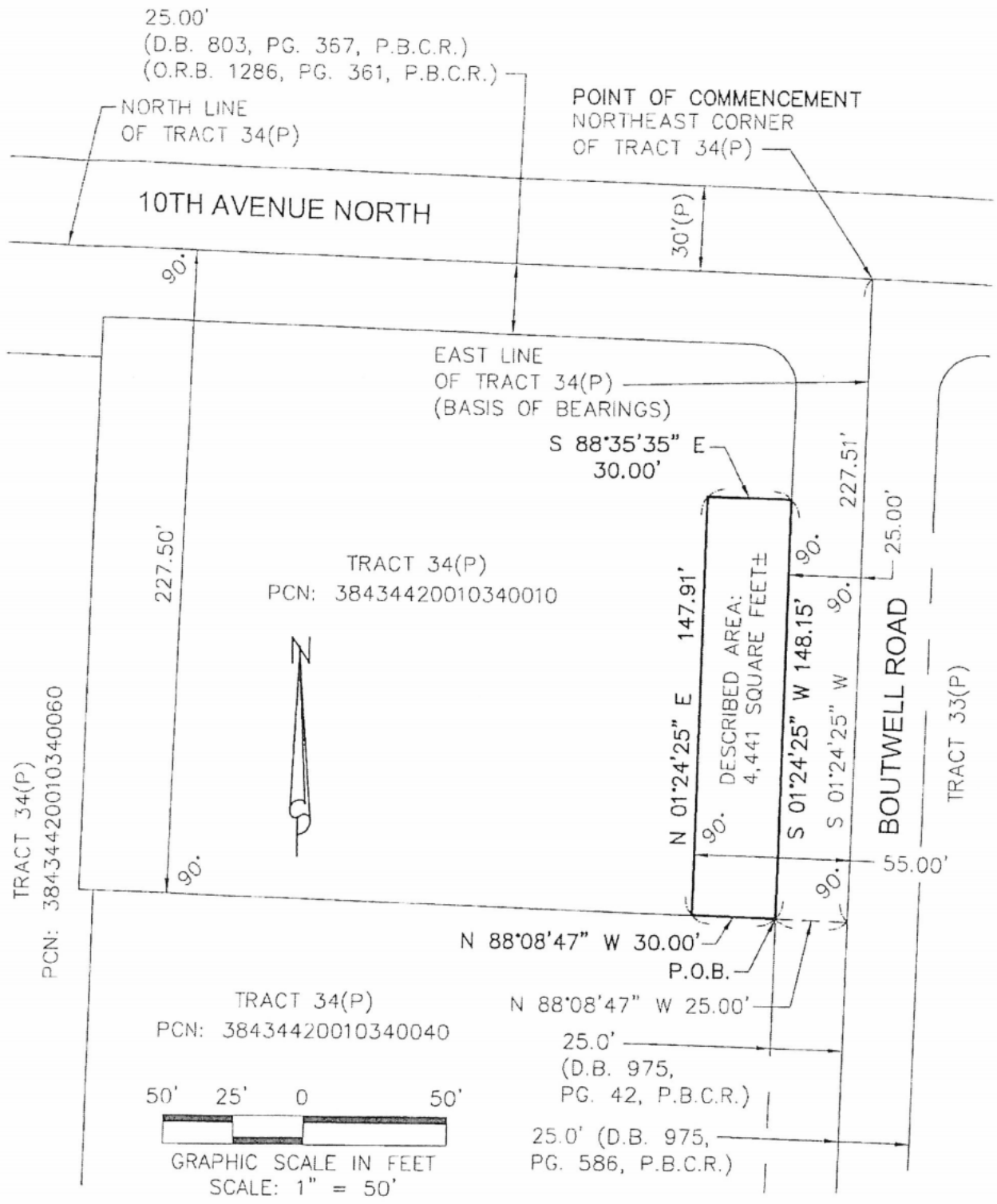

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Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=50'	DATE: 09/09/15
CHK: AC	JOB# 13-099 13 R1	SHEET: 3 OF 3

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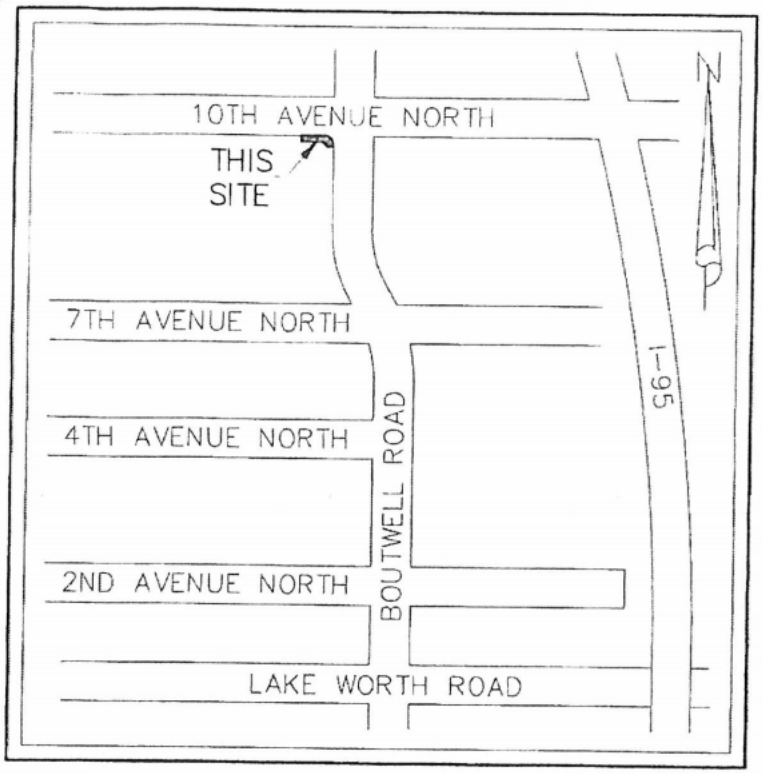

LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
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Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB# 13-099 13 R2	SHEET: 1 OF 3

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DESCRIPTION:

A parcel of land being a portion of Tract 34, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 34; thence South 01°24'25" West (as a basis of bearings) along the East line of said Tract 34, a distance of 79.17 feet; thence North 88°35'35" West, a distance of 25.00 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34 and the POINT OF BEGINNING; thence continue North 88°35'35" West, a distance of 30.00 feet; thence North 43°21'43" West, a distance of 56.80 feet; thence North 88°07'51" West, a distance of 175.41 feet; thence North 01°24'25" East, a distance of 14.53 feet to a point being on a line lying 25.00 feet South of and parallel with (as measured at right angles) the North line of said Tract 34; thence South 88°08'47" East along said parallel line, a distance of 230.52 feet to the point of curvature of a circular curve to the right; thence Southerly and Easterly along the arc of said curve having a radius of 15.00 feet, a central angle of 89°33'12" for a distance of 23.45 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence South 01°24'25" West along said parallel line, a distance of 39.48 feet to the POINT OF BEGINNING.

Containing 5,524 square feet more or less.

LEGEND:

D.B. = DEED BOOK
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L = ARC LENGTH
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P.B. = PLAT BOOK
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CHK: AC	JOB# 13-099 13 R2	SHEET: 2 OF 3

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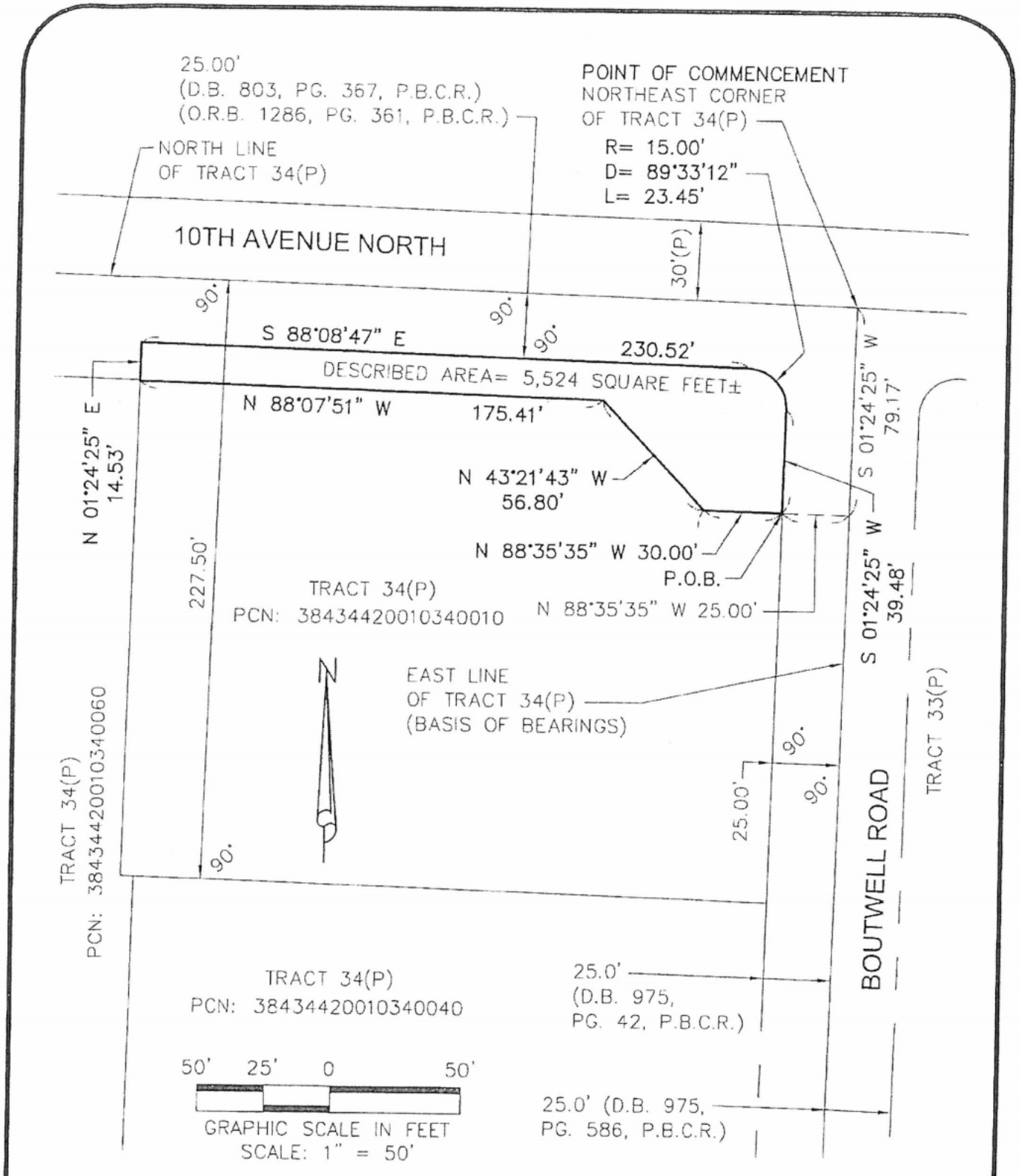

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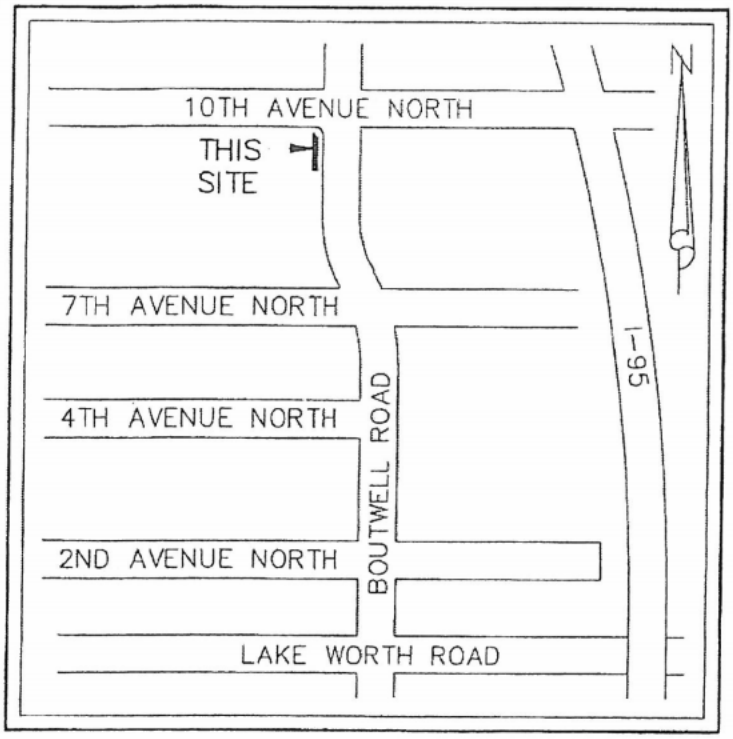
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=50'	DATE: 09/09/15
CHK: AC	JOB#13-099 13 R2	SHEET: 3 OF 3

K:\2013 Jobs\13-099\dwg\13-099 13 R2.dwg 9/9/2015 10:15:12 AM EDT

EXHIBIT "B" TO AGREEMENT



LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
4. THIS IS NOT A SURVEY.
5. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF TRACT 34, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING AN ASSUMED BEARING OF SOUTH 01°24'25" WEST.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 08/27/15
CHK: RM	JOB# 13-099 13 B	SHEET: 1 OF 3

DESCRIPTION:

A 10.00 foot wide strip of land being a portion of Tract 34, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 34; thence South 01°24'25" West (as a basis of bearings) along the East line of said Tract 34, a distance of 227.51 feet to a point being on a line lying 227.50 feet South of and parallel with (as measured at right angles) the North line of said Tract 34; thence North 88°08'47" West along said parallel line, a distance of 55.00 feet to a point being on a line lying 55.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34 and the POINT OF BEGINNING; thence continue North 88°08'47" West, a distance of 10.00 feet to a point being on a line lying 65.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence North 01°24'25" East along said parallel line, a distance of 157.92 feet; thence South 43°21'43" East, a distance of 14.20 feet to a point being on a line lying 55.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence South 01°24'25" West along said parallel line, a distance of 147.91 feet to the POINT OF BEGINNING.

Containing 1,529 square feet more or less.

LEGEND:

D.B. = DEED BOOK
D = CENTRAL ANGLE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PCN = PARCEL CONTROL NUMBER
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
(P) = PER THE PLAT OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA (P.B. 5, PG. 79, P.B.C.R.)
R = RADIUS
± = MORE OR LESS

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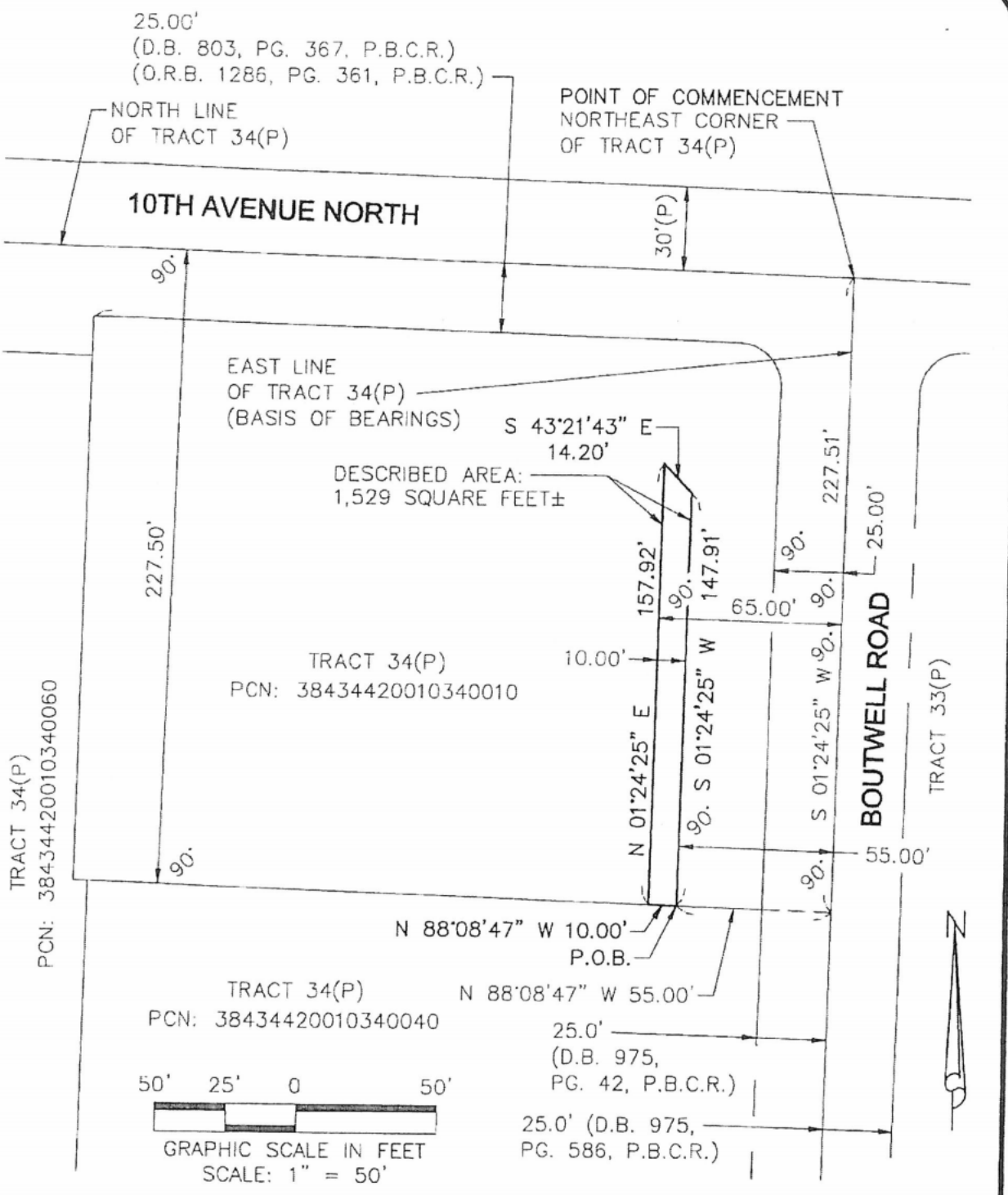
SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 08/27/15
CHK: RM	JOB#13-099 13 B	SHEET: 2 OF 3



Dennis J. Leavy & Associates, Inc.
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460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=50'	DATE: 08/27/15
CHK: RM	JOB#13-099 13 B	SHEET: 3 OF 3

Exhibit "C" to Agreement

Prepared by: RETURN:
Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

RIGHT-OF-WAY DEED

THIS INDENTURE, made this ____ day of _____, 20__ between **AKAL PROPERTIES, LLC** with a mailing address of 17825 Field Brook Circle West, Boca Raton, FL 33496 as party of the first part and **CITY OF LAKE WORTH, FLORIDA**, a Florida municipal corporation with a mailing address of 7 North Dixie Highway, Lake Worth, Florida 33460, as party of the second part.

WITNESSETH:

That said party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable consideration, does hereby grant, remise, release, quit claim and convey unto the party of the second part, its successors and assigns, all right, title, interest, claim and demand which the party of the first part has in and to the following-described land, situate, lying and being in the County of Palm Beach, State of Florida, to-wit:

See Exhibit "A" attached hereto.

This Deed is made for the purpose of giving and granting to the party of the second part, its successors and assigns, a right-of-way and easement in and to said lands for public highway, street, and public utility purposes; and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned as a public highway or street, the title to same shall thereupon revert to and revest in the party of the first part or assigns.

That this right-of-way shall be subject only to those easements, restrictions, and reservations of record. The party of the first part agrees to provide for the release of any and all mortgages or liens encumbering this right-of-way. The party of the first part also agrees to erect no building or effect any other kind of construction or improvements upon the above-described property.

Party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it

has good right and lawful authority to grant the above-described right-of-way and that the same is unencumbered. Where the context of this Right-of-Way Deed allows or permits, the same shall include the successors or assigns of the parties.

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, in law or in equity to the only proper use, benefit, and behalf of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, said party of the first part has hereunto set their hand and seal the date first above written.

PARTY OF THE FIRST PART

Signed, sealed and delivered
in the presence of:

AKAL PROPERTIES, LLC

By: _____

William Reaves Jr
(Name printed or typed)

Harjial S Sibia
(Name printed or typed)

Theresa Fosdick Pistris
(Name printed or typed)

17825 Fieldbrook Circle West
(Address)
Boca Raton, FL. 33496

STATE OF Florida

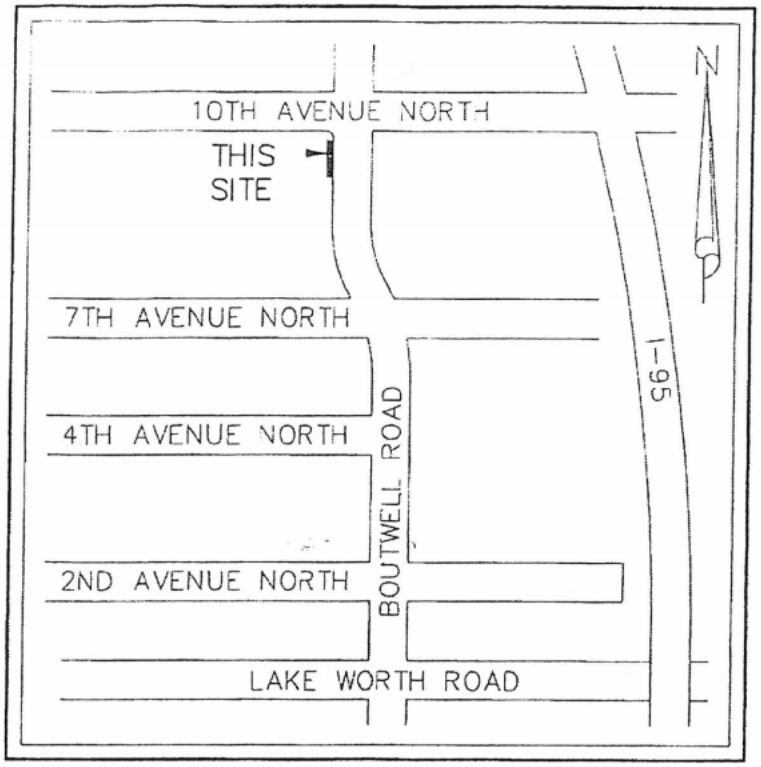
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 31st day of Oct., 2016 by Harjial S Sibia who is personally known to me or has produced Florida D.L. as identification.

_____
Signature of Notary Public -
State of Florida

CHRISTA J SIMMONS
Notary Public - State of Florida
Commission # FF 898809
My Comm. Expires Jul 13, 2019
Bonded through National Notary Assn.

EXHIBIT "A" TO ROW DEED



LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
4. THIS IS NOT A SURVEY.
5. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF TRACT 34, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING AN ASSUMED BEARING OF SOUTH 01°24'25" WEST.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB#13-099 13 R1	SHEET: 1 OF 3

DESCRIPTION:

A parcel of land being a portion of Tract 34, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 34; thence South 01°24'25" West (as a basis of bearings) along the East line of said Tract 34, a distance of 227.51 feet to a point being on a line lying 227.50 feet South of and parallel with (as measured at right angles) the North line of said Tract 34; thence North 88°08'47" West along said parallel line, a distance of 25.00 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34 and the POINT OF BEGINNING; thence continue North 88°08'47" West, a distance of 30.00 feet to a point being on a line lying 55.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence North 01°24'25" East along said parallel line, a distance of 147.91 feet; thence South 88°35'35" East, a distance of 30.00 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence South 01°24'25" West along said parallel line, a distance of 148.15 feet to the POINT OF BEGINNING.

Containing 4,441 square feet more or less.

LEGEND:

D.B. = DEED BOOK
D = CENTRAL ANGLE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PCN = PARCEL CONTROL NUMBER
PG. = PAGE
P.O.B. = POINT OF BEGINNING
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(P) = PER THE PLAT OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA (P.B. 5, PG. 79, P.B.C.R.)
R = RADIUS
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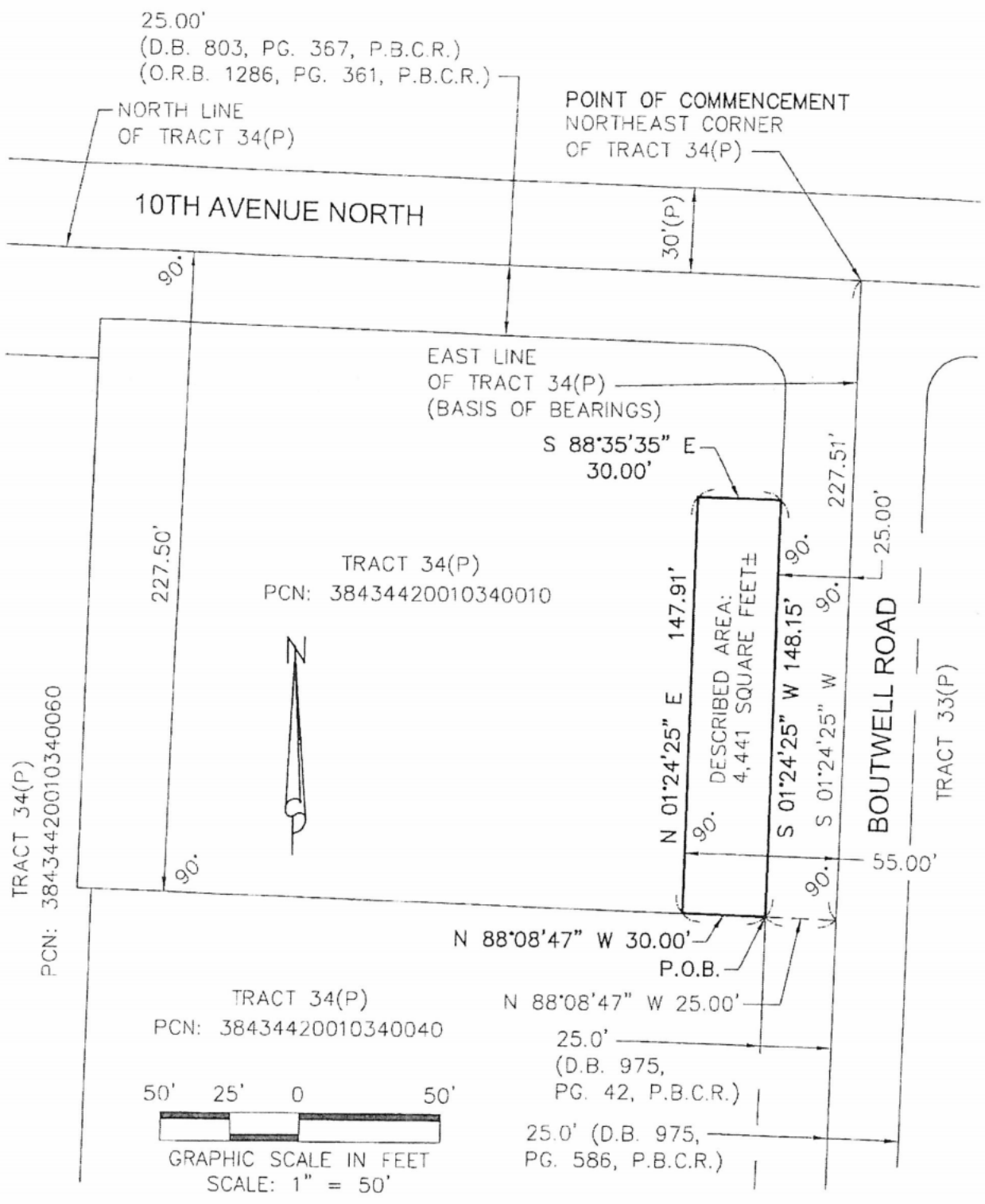
SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB#13-099 13 R1	SHEET: 2 OF 3



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Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=50'	DATE: 09/09/15
CHK: AC	JOB# 13-099 13 R1	SHEET: 3 OF 3

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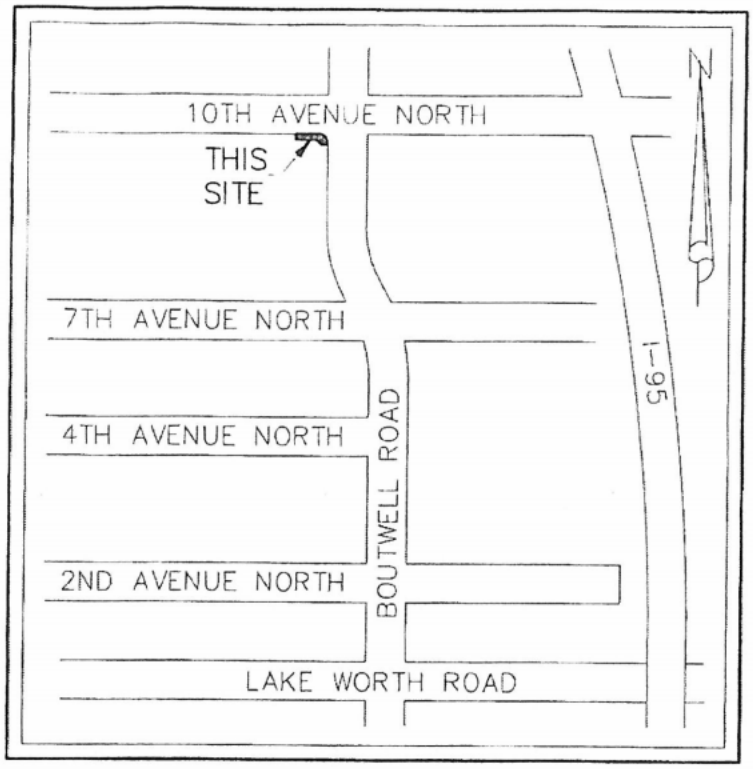

LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

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Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB#13-099 13 R2	SHEET: 1 OF 3

K:\2013 Jobs\13-099\Dwg\13-099 13 R2.dwg 9/9/2015 10:15:12 AM EDT

DESCRIPTION:

A parcel of land being a portion of Tract 34, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 34; thence South 01°24'25" West (as a basis of bearings) along the East line of said Tract 34, a distance of 79.17 feet; thence North 88°35'35" West, a distance of 25.00 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34 and the POINT OF BEGINNING; thence continue North 88°35'35" West, a distance of 30.00 feet; thence North 43°21'43" West, a distance of 56.80 feet; thence North 88°07'51" West, a distance of 175.41 feet; thence North 01°24'25" East, a distance of 14.53 feet to a point being on a line lying 25.00 feet South of and parallel with (as measured at right angles) the North line of said Tract 34; thence South 88°08'47" East along said parallel line, a distance of 230.52 feet to the point of curvature of a circular curve to the right; thence Southerly and Easterly along the arc of said curve having a radius of 15.00 feet, a central angle of 89°33'12" for a distance of 23.45 feet to a point being on a line lying 25.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence South 01°24'25" West along said parallel line, a distance of 39.48 feet to the POINT OF BEGINNING.

Containing 5,524 square feet more or less.

LEGEND:

D.B. = DEED BOOK
D = CENTRAL ANGLE
L = ARC LENGTH
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
P.B.C.R. = PALM BEACH COUNTY RECORDS
PCN = PARCEL CONTROL NUMBER
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
(P) = PER THE PLAT OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA (P.B. 5, PG. 79, P.B.C.R.)
R = RADIUS
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Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 09/09/15
CHK: AC	JOB# 13-099 13 R2	SHEET: 2 OF 3

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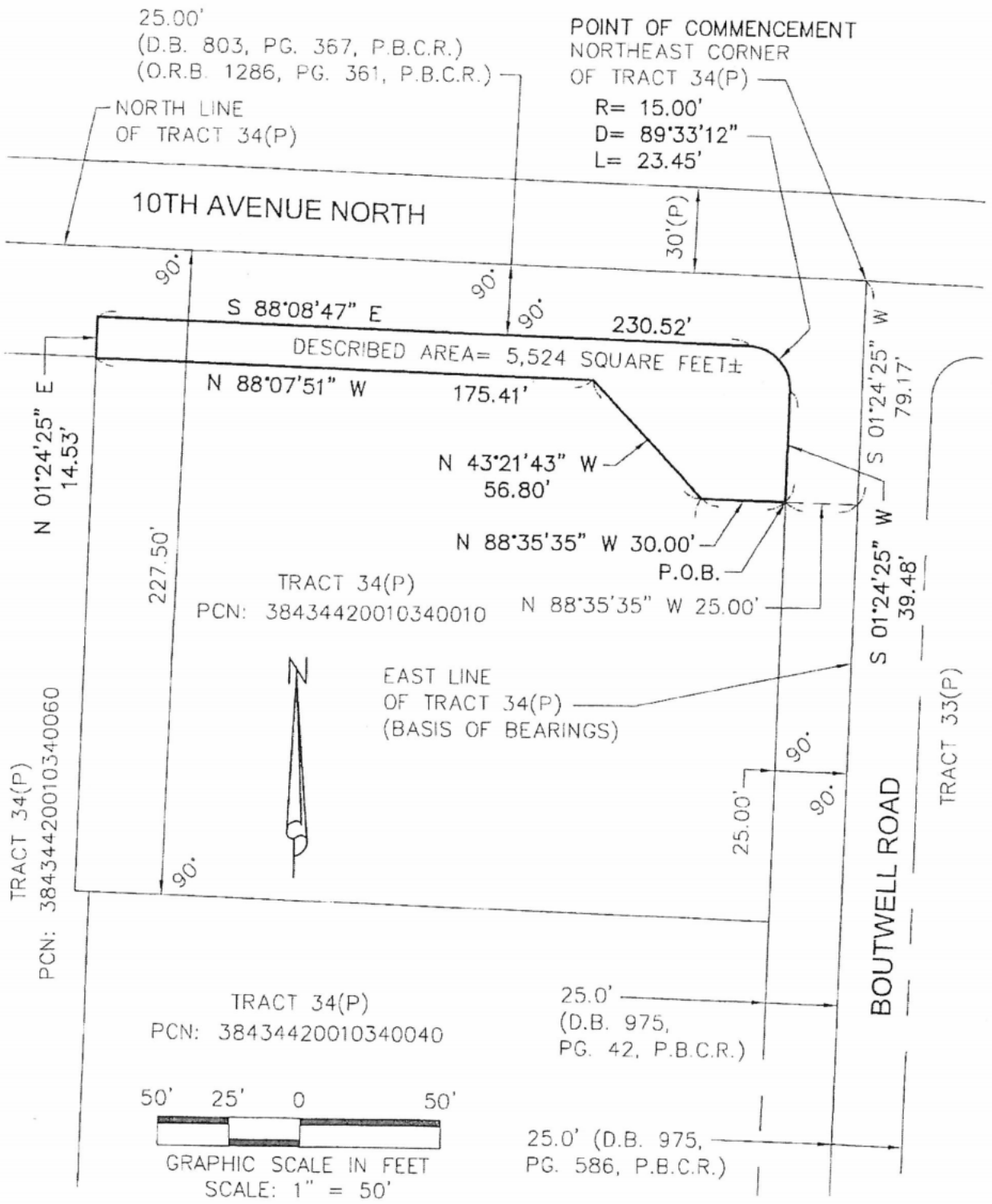

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Royal Palm Beach, Florida 33411
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SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=50'	DATE: 09/09/15
CHK: AC	JOB# 13-099 13 R2	SHEET: 3 OF 3

K:\2013 Jobs\13-099\dwg\13-099 13 R2.dwg 9/9/2015 3:15:12 PM EDT

Exhibit "D" to Agreement

Prepared by: RETURN:
Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

EASEMENT DEED

THIS INDENTURE, made this day of _____, 20__, by and between **AKAL PROPERTIES LLC**, with a mailing address of 17825, Field Brook Circle West, Boca Raton, FL 33496, party of the first part, and the **CITY OF LAKE WORTH**, with a mailing address of 7 North Dixie Highway, Lake Worth, Florida 33460, a municipal corporation in Palm Beach County, State of Florida, party of the second part:

WITNESSETH: That the party of the first part, for and in consideration of the mutual promises herein contained and other good and valuable considerations, does hereby grant, bargain, sell and release unto the party of the second part, its successors and assigns, a right of way and perpetual easement for the purpose of public pedestrian and vehicular access, the construction and maintenance of landscaping, a bioswale and associated irrigation lines/equipment if needed, public utilities, including electric utility lines and transformer cabinets with full and free right, liberty, and authority to enter upon and to install and maintain such items across, above, under, through and upon or within the property described in Exhibit "A", attached hereto and incorporated herein.

Concomitant and coextensive with this right is the further right in the party of the second party, its successors and assigns, of ingress and egress over and on that portion of land described above, to effect the purposes of the easement, as expressed hereinafter.

That this easement shall be subject only to those easements, restrictions, conditions and reservations of record. That the party of the first part agrees to provide for the release or subordination of any and all mortgages or liens encumbering this easement. The party of the first part also agrees to erect no building or affect any other kind of construction or improvements upon the above-described property, other than driveways, parking and curbing over the west five (5) feet of the property described in Exhibit "A".

Party of the first part does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, that it has good right and lawful authority to grant the above-described easement and that the same is unencumbered except as provided above. Where the context of this Easement Deed allows or permits, the same shall include the successors or assigns of the parties.

IN WITNESS WHEREOF, the parties to this Easement Deed set their hands and seals the day and year first above written.

WITNESS #1:

William Watkins SR
(name printed or typed)

WITNESS #2:

(name printed or typed)

PARTY OF THE FIRST PART:
AKAL PROPERTIES, LLC

By: _____

STATE OF Florida
COUNTY OF Palm Beach

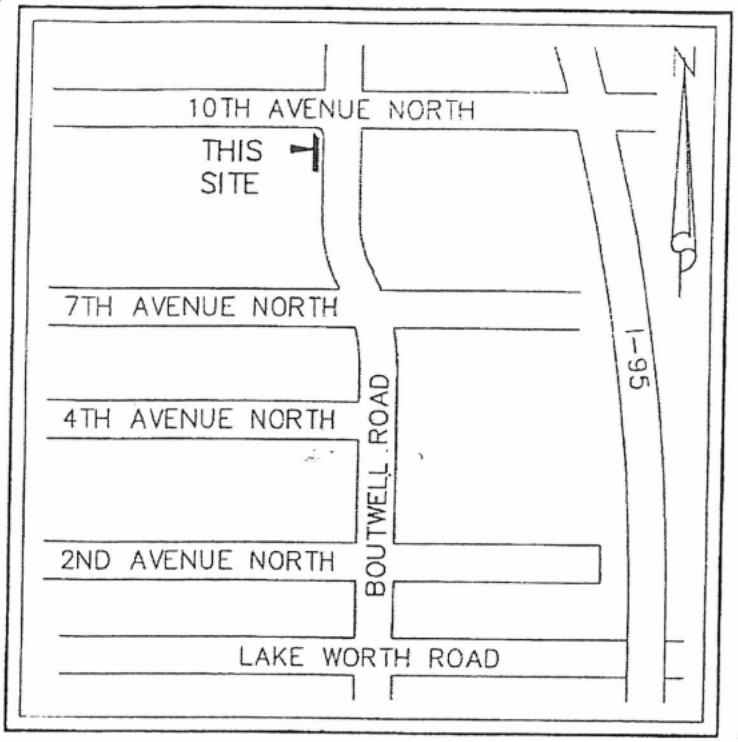
The foregoing instrument was acknowledged before me this 31st day of October, 2016 by Hardial Sibia, of Akal Properties, LLC, a _____ (State or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced FL Drivers License (type of identification) as identification and did/did not take an oath.

Signature of Notary Public -
State of Florida

(SEAL)

CHRISTA J SIMMONS
Notary Public - State of Florida
Commission # FF 898809
My Comm. Expires Jul 13, 2019
Bonded through National Notary Assn

EXHIBIT "A" TO EASEMENT DEED



LOCATION MAP
NOT TO SCALE

DAVID A. BOWER
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
CERTIFICATE NO. LS 5888

SURVEYOR'S NOTES:

1. THIS INSTRUMENT NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THE UNDERSIGNED MAKES NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
3. THE LICENSED BUSINESS NUMBER FOR DENNIS J. LEAVY & ASSOCIATES INC. IS LB #6599, THE CERTIFYING SURVEYORS LICENSE NUMBER IS LS #5888.
4. THIS IS NOT A SURVEY.
5. BEARINGS DEPICTED HEREON ARE BASED UPON THE EAST LINE OF TRACT 34, MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LINE HAVING AN ASSUMED BEARING OF SOUTH 01°24'25" WEST.

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 08/27/15
CHK: RM	JOB# 13-099 13 B	SHEET: 1 OF 3

DESCRIPTION:

A 10.00 foot wide strip of land being a portion of Tract 34, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, as recorded in Plat Book 5, Page 79 of the Public Records of Palm Beach County, Florida. Being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract 34; thence South 01°24'25" West (as a basis of bearings) along the East line of said Tract 34, a distance of 227.51 feet to a point being on a line lying 227.50 feet South of and parallel with (as measured at right angles) the North line of said Tract 34; thence North 88°08'47" West along said parallel line, a distance of 55.00 feet to a point being on a line lying 55.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34 and the POINT OF BEGINNING; thence continue North 88°08'47" West, a distance of 10.00 feet to a point being on a line lying 65.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence North 01°24'25" East along said parallel line, a distance of 157.92 feet; thence South 43°21'43" East, a distance of 14.20 feet to a point being on a line lying 55.00 feet West of and parallel with (as measured at right angles) the East line of said Tract 34; thence South 01°24'25" West along said parallel line, a distance of 147.91 feet to the POINT OF BEGINNING.

Containing 1,529 square feet more or less.

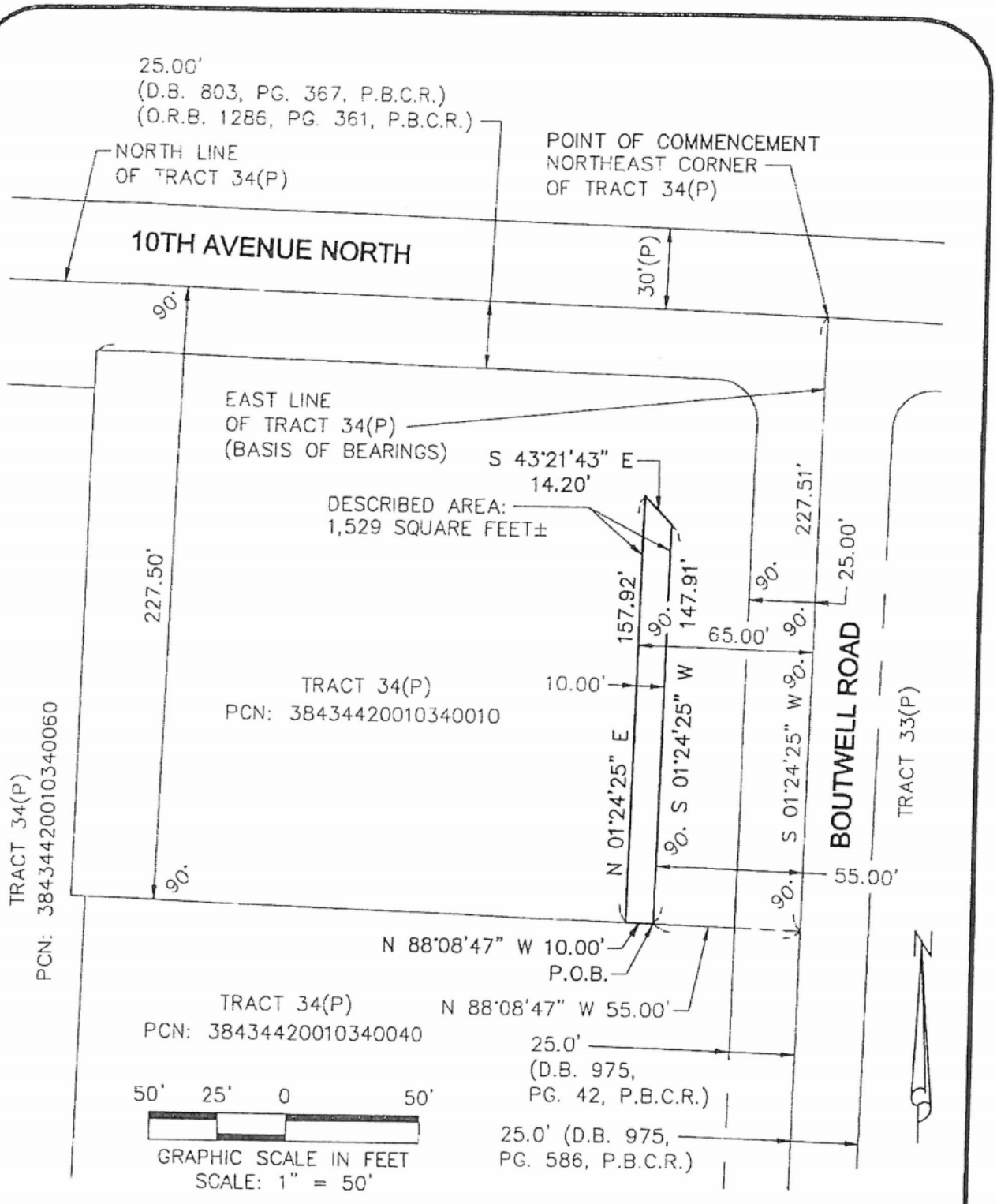
LEGEND:

D.B.	= DEED BOOK	P.O.C.	= POINT OF COMMENCEMENT
D	= CENTRAL ANGLE	(P)	= PER THE PLAT OF MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA (P.B. 5, PG. 79, P.B.C.R.)
L	= ARC LENGTH		
O.R.B.	= OFFICIAL RECORDS BOOK		
P.B.	= PLAT BOOK		
P.B.C.R.	= PALM BEACH COUNTY RECORDS		
PCN	= PARCEL CONTROL NUMBER	R	= RADIUS
PG.	= PAGE	±	= MORE OR LESS
P.O.B.	= POINT OF BEGINNING		

Dennis J. Leavy & Associates, Inc.
Land Surveyors * Mappers
460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: N/A	DATE: 08/27/15
CHK: RM	JOB# 13-099 13 B	SHEET: 2 OF 3



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460 Business Park Way * Suite B
Royal Palm Beach, Florida 33411
Phone: 561 753-0650 Fax: 561 753-0290

SKETCH & DESCRIPTION
For: THE CITY OF LAKE WORTH, FLORIDA

DRAWN: DB	SCALE: 1"=50'	DATE: 08/27/15
CHK: RM	JOB#13-099 13 B	SHEET: 3 OF 3

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Purchase Order with Isuzu Truck of Ocala for the purchase of a new refuse collection truck for the Refuse Division

SUMMARY:
The Purchase Order provides for the purchase of a new container carrier refuse collection vehicle through the Florida Sheriff's Association Cooperative Purchase agreement at a cost of $77,342.

BACKGROUND AND JUSTIFICATION:
The Refuse Division actively engages in the collection and disposal of all residential and commercial garbage, trash, recycling and vegetation within the municipal limits of the Cityof Lake Worth. The equipment fleet is regularly serviced and maintained to keep up with the demands of the operation.

The Isuzu Container Carrier truck will be utilized to aid in the collection of dumpsters throughout the City's downtown corridor and narrow alleys for commercial business. The truck is being purchased off of the Florida Sheriff's Association cooperative purchase contract, through Isuzu Truck of Ocala authorized vendor. Information about the Sheriff's contract can be viewed by visiting the following website.

https://s3.amazonaws.com/floridasheriffsassociation/FSA16-VEH14.0_Bid_Award_Document_9_29_16.pdf

MOTION:
I move to approve / not approve the purchase order with Isuzu Truck of Ocala at a cost of $77,342 through the Florida Sheriff's Association contract.

ATTACHMENT(S):
Fiscal Impact Analysis
Isuzu Truck of Ocala – Quote
Isuzu Truck – Spec Sheet
Model 8000 specs

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	77,342	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	77,342	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	FY2017 Budget	Pre Exp; Adjust Balance	Expenditure for this item	Post Exp; Balance
410-5081-534-64-30	Machinery & Equip / Misc. Equip.	545,000	121,527 *	-77,342	44,185

* Pre-exp adjusted balance to be realized through 2nd budget amendment agenda item # 9C on 12/13/2016.

C. Department Fiscal Review: _JB_

Isuzu Truck of Ocala
3950 W Hwy 326
Ocala Fl. 34482
407-295-3846 ext 122
bscharpnick@orlandofreightliner.com

To: ***Jason Yeager/City of Lake Worth***

Regarding FSA16-VEH14.0

Isuzu Truck of Ocala is pleased to quote the following 2017 Isuzu NRR via the Florida Sheriff's Association Bid FSA16-VEH14.0

Spec #06	***$36,799.00***
NU154 NRR (19500 GVWR)	***$ 6,543.00***
NPR NF254 (110" CA	***$ 331.00***
IL9 (PTO Provision)	***$ 47.00***

Dealer Add On's
G&H Mfg. Model 8000 Container Carrier
$31,457.00
Custom Viper Blue Paint ***$ 2,165.00***

Total ***$77,342.00***

Bob Scharpnick
Municipal/Fleet Sales
Orlando Freightliner
Isuzu Truck of Ocala

Isuzu Truck of Ocala

Bob Scharpnick | 407-295-3846 ext 122 | bscharpnick@orlandofreightliner.com

2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Isuzu Truck of Ocala

Bob Scharpnick | 407-295-3846 ext 122 | bscharpnick@orlandofreightliner.com

2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Price Summary

PRICE SUMMARY	
	Base Price
	Total Options
	Vehicle Subtotal
	Adjustments
	Tire Weight Tax (TWT)
	Destination Charge
	Grand Total

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Isuzu Truck of Ocala

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Technical Specifications

Vehicle

Vehicle

Axle Ratio - Low Rear (:1)	N/A
As Spec Curb Weight - Front	4318.00 lbs
As Spec Curb Weight - Rear	2484.00 lbs

Chassis

Weight Information

Trim Curb Weight	6721.00 lbs
Standard Weight - Front	0.00 lbs
Standard Weight - Rear	0.00 lbs
Base Trim Weight - Front	4237.00 lbs
Base Trim Weight - Rear	2484.00 lbs
Total Weight	7152.00 lbs
Gross Axle Wt Rating - Front	7275 lbs
Gross Axle Wt Rating - Rear	13660 lbs
Curb Weight - Front	4237 lbs
Curb Weight - Rear	2484 lbs
Option Weight - Front	81.00 lbs
Option Weight - Rear	0.00 lbs
Reserve Axle Capacity - Front	2607.00 lbs
Reserve Axle Capacity - Rear	11176.00 lbs
As Spec'd Curb Weight	6802.00 lbs
As Spec'd Payload	12698.00 lbs
Gross Combined Wt Rating	25500 lbs
Cargo Weight	0.00 lbs
Gross Vehicle Weight	7152.00 lbs
Axle Weight	7152.00 lbs
Gross Axle Weight Rating	20935.00 lbs
Curb Weight	6721.00 lbs
Reserve Axle Capacity	13783.00 lbs

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Chassis

Weight Information

Total Option Weight	81.00 lbs
Payload Weight Front	0.00 lbs
Payload Weight Rear	0.00 lbs
Maximum Axle Rating Front	7275.00 lbs
Maximum Axle Rating Rear	13660.00 lbs
Maximum Axle Rating Total	20935.00 lbs
Gross Vehicle Weight Rating	19500.00 lbs
Front PayLoad	350.00 lbs
Rear Payload	0.00 lbs
Total Payload Weight (Cargo + Driver + Body)	350.00 lbs

Frame

Frame Type	Ladder
Sect Modulus Rails Only	7.20 in^3
Frame RBM	316800
Frame Strength	44000 lbs
Frame Thickness	8.5 X 2.76 X 0.24 in

Suspension

Suspension Type - Front	Tapered Leaf
Suspension Type - Rear	Multi-Leaf
Spring Capacity - Front	8440 lbs
Spring Capacity - Rear	14550 lbs
Axle Type - Front	Reverse I-Beam
Axle Type - Rear	Full-Floating
Axle Capacity - Front	7275 lbs
Axle Capacity - Rear	14550 lbs
Axle Ratio (:1) - Front	N/A
Axle Ratio (:1) - Rear	5.571
Shock Absorber Diameter - Front	42 mm
Shock Absorber Diameter - Rear	42 mm

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Chassis

Suspension

Stabilizer Bar Diameter - Front	1.65 in
Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	I5H/I69
Rear Tire Order Code	I5H/I34
Spare Tire Order Code	N/A
Front Tire Size	225/70R19.5F
Rear Tire Size	225/70R19.5F
Spare Tire Size	N/A
Front Tire Capacity	7280 lbs
Rear Tire Capacity	13660 lbs
Spare Tire Capacity	N/A
Revolutions/Mile @ 45 mph - Front	643
Revolutions/Mile @ 45 mph - Rear	643
Revolutions/Mile @ 45 mph - Spare	N/A
Tire Rating Total	20940.00

Wheels

Front Wheel Size	19.5 x 6 in
Rear Wheel Size	19.5 x 6 in
Spare Wheel Size	N/A
Front Wheel Material	Steel
Rear Wheel Material	Steel
Spare Wheel Material	N/A
Front Bolt Pattern	6 Hole JIS 8.75"
Rear Bolt Pattern	6 Hole JIS 8.75"
Spare Bolt Pattern	N/A

Steering

Steering Type	Power

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Chassis

Steering

Steering Ratio (:1), On Center	18.8 - 20.9
Steering Ratio (:1), At Lock	18.8 - 20.9
Turning Diameter - Curb to Curb	40.0 ft
Turning Diameter - Wall to Wall	44.9 ft

Brakes

Brake Type	Power
Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A
Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	N/A
Front Brake Rotor Diam x Thickness	14.3 x -TBD- in
Rear Brake Rotor Diam x Thickness	N/A
Drum - Front (Yes or)	N/A
Front Drum Diam x Width	N/A
Drum - Rear (Yes or)	Yes
Rear Drum Diam x Width	14.6 x 5.91 in

Fuel Tank

Fuel Tank Capacity, Approx	30 gal
Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	In frame rail
Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3
Front Head Room	38.4 in
Front Leg Room	29.5 in
Front Shoulder Room	70.7 in
Front Hip Room	67.7 in

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Dimensions

Exterior Dimensions

	Wheelbase	132.5 in
	Length, Overall w/o rear bumper	224.0 in
	Width, Max w/o mirrors	81.3 in
	Height, Overall	92.4 in
	Overhang, Front	48.3 in
	Overhang, Rear w/o bumper	43.1 in
	Front Bumper to Back of Cab	70.7 in
	Cab to Axle	110.0 in
	Cab to End of Frame	153.1 in
	Ground to Top of Load Floor	N/A
	Ground to Top of Frame	33.0 in
	Frame Width, Rear	33.5 in
	Ground Clearance, Front	8.3 in
	Ground Clearance, Rear	8.3 in
	Body Length	0.0 ft
	Cab to Body	7.7 in
	Frontal Area	48.00 ft²

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Isuzu Truck of Ocala

Bob Scharpnick | 407-295-3846 ext 122 | bscharpnick@orlandofreightliner.com

2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Selected Model and Options

MODEL

CODE	MODEL
NU254	2017 Isuzu NRR DSL REG AT 132.5" WB WHITE CAB IBT AIR PWL

COLORS

CODE	DESCRIPTION
729	Arc White

AXLE

CODE	DESCRIPTION
011	Rear axle ratio, 5.571:1 (STD)

SEAT TRIM

CODE	DESCRIPTION
34C	Very Dark Pewter, Tricot cloth seat trim (STD)

PRIMARY PAINT

CODE	DESCRIPTION
729	Arc White

REQUIRED OPTION

CODE	DESCRIPTION
C60	Air conditioning
I3H	DEF Fill Charge

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

ENGINE

CODE	DESCRIPTION
I1B	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbo charged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover. (STD)

REAR TIRES

CODE	DESCRIPTION
I5H/I34	Rear tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)

FRONT TIRES

CODE	DESCRIPTION
I5H/I69	Front tires, 225/70R19.5F (12 ply) tubeless radial, all season tread (STD)

WHEELBASE

CODE	DESCRIPTION
IA9	Wheelbase, 132.5" (336.6 cm) includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail. (STD)

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

POWER TAKE OFF

CODE	DESCRIPTION
IL9	Provision for power-take-off PTO Enable Switch and Engine Idle Up Switch. Recommended for PTO applications only. These switches can be port or dealer installed. Please consult the body builders guide and/or the service manual for additional programming options and functions

TRANSMISSION

CODE	DESCRIPTION
IR7	Transmission, automatic, Aisin A465 6-speed. Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539 (STD)

MODEL OPTION

CODE	DESCRIPTION
NU254	Custom/base model (SEO) -inc: in rail fuel tank, pwr windows/door locks (REQ: C60 Air Conditioning)

VEHICLE APPLICATION

CODE	DESCRIPTION
RQ2	Truck application (STD)

EMISSIONS

CODE	DESCRIPTION
YF5	50 State Emissions, including California

PAINT SCHEME

CODE	DESCRIPTION
ZY1	Solid paint (STD)
	Options Total

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Isuzu Truck of Ocala

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Standard Equipment

Mechanical	
	Truck Application
	GVWR, 19500 lbs (8845 kg) capacity
	4HK1-TC, diesel engine 317 CID (5.19L), 215 HP at 2550 RPM: 452 ft-lb gross torque at 1850 RPM. 4 cylinder, 16 valve, four cycle, overhead cam, turbo charged, inter-cooled, water cooled EGR valve, direct injection, electronically controlled common rail fuel system and engine cruise control. Oil level check switch and light. Engine Warning system with audible warning for low oil pressure, high coolant temperature, and low coolant level. Rear engine cover.
	Air Cleaner, 11 in. diameter Dry Paper single element. (Donaldson brand) Air cleaner canister standard with air restriction gauge. The air cleaner snorkel is incorporated into the back of the cab and incorporates a resonator.
	Alternator, 140 AMP with integral regulator
	Battery, Dual 12-V maintenance free, 750 CCA each
	Transmission, Automatic, Aisin A465 6-speed. Ratios: 3.742, 2.003, 1.343, 1.000, 0.773, 0.634, Rev 3.539
	Rear wheel drive
	4.75-gallon cooling system
	Front GAWR, 7275 lbs capacity
	Front Axle, Reverse Elliot "I"-beam rated at 7,275 lbs. (3300 kg). Includes integral hydraulic power steering. Ratio 18.8-20.9:1
	Front Suspension, 8440 lbs. (3828 kg) capacity. Semi-elliptical steel alloy tapered leaf springs. Includes shock absorbers and stabilizer bar.
	Front Wheels, 19.5" x 6", 6-hole disc, painted white
	Front Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread
	Rear GAWR, 13660 lbs (6196 kg) capacity
	Rear Axle, Full-floating single-speed, 14550 lbs. (6600 kg) capacity with oil lubricated rear wheel bearings
	Rear Axle Ratio, 5.571:1
	Rear Suspension, 14550 lbs. (6600 kg) capacity. Semi-elliptical steel alloy multi-leaf springs. Includes shock absorbers.
	Rear Wheels, 19.5" x 6", 6-hole disc, painted white
	Rear Tires, 225/70R19.5F (12 ply) tubeless Radial, all season tread
	Wheelbase, 132.5" (336.6 cm), includes ladder type channel frame. Full C section straight frame 33.5 inches (85.1 cm) wide. Yield strength 44,000 psi, section modulus 7.20 cu.in. and RBM 316,800 lb-ft/in per rail.
	Fuel Tank, 30-gallon (113.6L) rectangular fuel tank. Mounted in frame rail behind rear axle. Fuel water separator with indicator light.
	Brake System, Dual circuit, hydro-boost hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

Mechanical	
	Exhaust Brake, Butterfly valve type
	Exhaust System, Single horizontal with DPF (Diesel Particulate Filter)
Exterior	
	Paint Scheme, Solid
	Hexapod cab
	Cab Mounts, All steel low cab forward, BBC 70.7 in. (179.6 cm) 45 deg. mechanical tilt with torsion assist
	Daytime running lamps
	Windows, Tinted glass
	Mirrors, Dual cab mounted exterior with integral convex mirror
	Windshield Wipers, Intermittent wet-arm
Interior	
	Multi-Information Display (MID) (monitors vital functions including diesel exhaust fluid levels (DEF), particulate matter emissions level in the diesel particulate filter (DPF), diesel particulate filter regeneration, service reminders for engine oil, transmission oil, differential oil, power steering fluid, engine oil filter, and fuel filters. The MID provides fuel economy reporting by average, instant, and trip.)
	Isuzu Vehicle Health Report (Standard on all N-Series diesel trucks, exclusive to Isuzu, monitors the trucks performance, and driver behavior. Reports provide detailed information on engine operation, braking, emissions, fuel economy, acceleration & deceleration frequency, idling, and speed history. Ask your Isuzu dealer to provide you with an Isuzu Vehicle Health Report at your next service.)
	AM/FM/CD stereo radio
	Tricot cloth covered reclining highback driver seat with single two occupant fold down passenger seat
	Floor mats
	Tilt and telescoping steering column
	Cruise control
	Power windows & door locks
	Overhead storage shelf
Safety-Mechanical	
	4 channel anti-lock brake system
	Daytime running lamps
	EBD (Electronic Brake Distribution)

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2017 Isuzu NRR DSL REG AT (NU254) 132.5" WB WHITE CAB IBT AIR PWL (7)

WARRANTY

Basic Years: 3
Basic Miles/km: Unlimited
Drivetrain Years: 3
Drivetrain Miles/km: Unlimited
Corrosion Years: 4
Corrosion Miles/km: Unlimited
Frame Rail Years: 3
Frame Rail Miles/km: Unlimited
Frame Rail Note: 3 Years to 5 Years/Unlimited Parts and Labor have a 50% charge

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G & H Manufacturing

affiliate of Roll Offs USA

Quotation

1015 Commercial Blvd. S
Arlington, TX 76001
Phone (817) 467-9883 Fax (817) 472-5548

DATE November 1, 2016
Quotation # rs 60390R2
Customer ID

Quotation valid until: December 1, 2016
Prepared by: Juan

Bill To:
Bob Scharpnick
Ocala Freightliner
3950 West Highway 326
Ocala, Florida 34482
352-840-0070 Office
877-840-0070 Office
407-509-6651
bscharpnick@orlandofreightliner.com

Minimum Chassis Requirements

GVWR	Front	Tandem
21,000 lbs	7,000 lbs	14,000 lbs
CA	AF	
84"	32"	

Comments or special instructions:
Not Including Freight and Federal Excise Tax **FACTORY INSTALLATION**

STANDARD EQUIPMENT

Model 8000 - Container Carrier
8000 lb Capacity

Complete Hydraulic Kit - Bi-Rotation Pump, 2 Spool Valve,
10 Gal Hyd Tank, Filter, Hoses & Fittings
Inside Cab Controls - Cable
Rolled Poly Fenders
Counter Balance Valves
Conspicuity Tape

OPTIONS

Rotating Head (Lifts 8,000lbs/Rotates 6000lbs)
Rear Controls
Hot Shift PTO **(Manufacturer Warranty Only)**
Strobe Light
Aluminum Platform, Steel Step & Handle behind Cab
Back Up Alarm

Freight Cost
Shipping from G&H Arlington Texas
Delivering to Ocala Freightliner, Ocala Florida

Please Sign Below & List PO Number Here! _____

Please review this quote in it's entirety for accuracy	***Signature:*** _____
of product description and price. Sign, print and date	***Print Name:*** _____
this quote to confirm acknowledgement of your order	***Date:*** _____

Fax Signed Acknowledgement to : (817) 472-5548
Email Signed Ackknowledgement to : Debra Root - droot@ghmfg.com

If you have any questions concerning this quotation, please contact - Juan Briseno
Email: jbriseno@ghmfg.com

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Public Services

EXECUTIVE BRIEF

TITLE:
Purchase Order with Garber Automall for a new vehicle for the Water Utilities Department

SUMMARY:
The Purchase Order provides for the purchase of a new 2017 GMC Terrain through the Florida Department of Management Services purchase agreement in an amount not to exceed $26,000.

BACKGROUND AND JUSTIFICATION:
The Department currently has multiple vehicles scheduled for replacement or redistribution in 2017. Vehicles #112 and #194 are scheduled for replacement or redistribution in accordance with the Fleet Replacement Schedule and the Department's Policy and Procedures Manual. The GMC Terrain will replace these two vehicles. If approved, the vehicle will be purchased with a 6 year/100,000 mile warranty. Information about the State's purchasing/vendor can be viewed by visiting the following website.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_and_agreements/state_term_contracts/motor_vehicles

MOTION:
I motion to approve / not approve a Purchase Agreement with Garber Automall in an amount not to exceed $26,000.

ATTACHMENT(S):
Fiscal Impact Analysis
Price Quote

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	26,000	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	26,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Public Services

Account Number	Account Description	FY2017 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549.64-30	Machinery and Equipment / Vehicles	100,000	N/A	100,000	-26,000	74,000

C. Department Fiscal Review: _JB_

Price Quote Form (PQF)- Motor Vehicles

Contract No.: 25100000-16-1.

Updated 2/24/2016

(STATE AGENCIES MUST ALSO SUBMIT MP6301)

Important - Contractor's must select Vendor Name, Vehicle Group (Drop Down), and Line No. for the sheet to work.

Formulas are included in the BLUE and YELLOW shaded columns (auto-calculate)
Please complete only the unshaded white cells

Awarded Contractor Information

Vendor Name: (Drop Down)	**Garber Chevrolet Pontiac GMC Truck**				
Street Address:	**3340 Highway 17**				
City, State, Zip:	**Green Cove Springs, FL 32043**				
Contact Person:	Ryan Davis	**Title:**	Fleet Sales		
Original Quote Date:	6/30/2016	**Revised Quote Date:**		**Est. Delivery:**	90-120 Days
Phone #'s: Primary:	**904-264-2442**	**Secondary:**			
Email Address:	rdavis@garberautomall.com				
Fax #:	904-284-0054				

Requesting Agency Information

Agency Name:	**City of Lake Worth**		
Contact Person:	**Felipe Lofaso**	**Title:**	Assistant Director of Public Services
Phone #'s:	**561-586-1720**		
Email Address:	**flofaso@lakeworth.org**		
Fax #:			

Secondary Contact for Agency: (optional)

Contact Person:		**Title:**	
Phone #'s:			
Email Address:			
Fax #:			

UNSPSC Commodity Code	Vehicle Group (Drop Down)	Line No.	Sub Group
25101507	Group 4: Light Trucks or Sport Utility Vehicles; Sub-Groups A-B Sports Utility Vehicle	56	**Sub-Group B: SPORT UTILITY VEHICLE, 4WD [INCLUDING ALL WHEEL DRIVE ("AWD")]**

Representative Model Description	Base Vehicle Price	OEM Options Discount %
2016 GMC Terrain AWD 4dr SLE w/SLE-1 (TLG26)	**$ 22,376.00**	**3.00%**

Manufacturer's OEM Option Code(s)	Description	MSRP $##.##	OEM Options Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
2017	2017 MODEL PRODUCER PRICE INDEX ADJUSTMENT	$ 81.57	0.00%	$ -	$ 81.57
3SA	SLE-1 PREFERRED EQUIPMENT GROUP	$ -	0	$ -	$ -
LEA	ENGINE, 2.4L DOHC 4-CYLINDER SIDI	$ -	0	$ -	$ -
MX0	TRANSMISSION, 6-SPEED AUTOMATIC	$ -	0	$ -	$ -
GAZ	SUMMIT WHITE (Or Standard Ext Color)	$ -	0	$ -	$ -
AR9	SEATS, FRONT BUCKET	$ -	0	$ -	$ -
AFA	JET BLACK, PREMIUM CLOTH	$ -	0	$ -	$ -
VQG	LPO, PROTECTION PACKAGE	$ 300.00	3.00%	$ 9.00	$ 291.00
VLI	LPO, ALL-WEATHER REAR CARGO MAT, BLACK	$ 75.00	3.00%	$ 2.25	$ 72.75
T&D	TEMPORARY TAG AND DELIVERY	$ -	0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
			0	$ -	$ -
TOTAL COST: OEM OPTIONS				**$ 11.25**	**$ 445.32**
SUB-TOTAL					**$ 22,821.32**

Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: IDENTIFIED AFTERMARKET OPTIONS				**$ -**	**$ -**

Non-Identified Aftermarket Option(s)	Description	MSRP $##.##	MSRP Discount %	Total Discount Dollars	Option Total Cost with Applied Discount
				$ -	$ -
WARR	GM MAJOR GUARD 6YR/100K MILE $0 DEDUCTIBLE	$ 2,555.00		$ -	$ 2,555.00
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
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				$ -	$ -
				$ -	$ -
				$ -	$ -
TOTAL COST: NON-IDENTIFIED AFTERMARKET OPTIONS				**$ -**	**$ 2,555.00**

GRAND TOTAL PER REPRESENTATIVE MODEL	**$ 25,376.32**
Additional Savings Off Contract Price Per Vehicle* (Please provide detailed information in Vendor Comments)	**$0.00**
Total Vehicles Quoted (Drop Down)	**1**
PO GRAND TOTAL	**$25,376.32**

Vendor Comments:	**Additional Savings for Example: Quantity, Dealer Special, Customer Picked Up Vehicle. Ex: DMS negotiated $50 off of contract price for XYZ vehicle due to large order.**
Agency Comments:	**Please confirm vehicle color. If no color is specified then the default is white.**

***UNSPSC = United Nations Standard Products and Services Commodity Code**

Revised 08-2015 DMS

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Purchase Order with Pat's Pump and Blower and Rechtien International Trucks for the Water Utilities Sewer Collection Department

SUMMARY:
The Purchase Order provides for the purchase of an Aquatech vacuum truck and cab and chassis through the Florida Sheriff's Cooperative Purchase Agreement at a cost not to exceed $314,339.60.

BACKGROUND AND JUSTIFICATION:
The City's Water Utilities Sewer Collection Department actively engages in the process of cleaning and televising the City's sanitary sewer piping and manhole system. The existing sewer vacuum truck (Equipment #146) was purchased in 2003 and has reached the end of its useful life due to excessive down time and major repairs. The vacuum truck is an essential piece of equipment in ensuring the City's sewer infrastructure is clean, free from blockages, and intact.

MOTION:
I move to approve/deny Purchase Orders with Pat's Pump and Blower and Rechtien International Trucks at a cost not to exceed $314,339.60.

ATTACHMENT(S):
Fiscal Impact Analysis
Pats Pumps and Blowers, Inc. Quote
Rechtien International, Inc. Quote
Florida Sheriff's Association – Bid Spec #51 and #14

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	$314,339.60	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	$314,339.60	0	$0	$0	$0

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

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

The funds have been identified in the FY2017 budget in the Sewer Machinery& Equipment account 403-7231-535.64-30

Siemens						
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535.64-30	Machinery & Equipment/Misc Equipment	N/A	$315,000	$315,000	-$314,339.60	$660.40

C. Department Fiscal Review: _____

Brian Shields –Director
Clyde Johnson – Finance
Marie Elianor – Finance
Christy Goddeau – City Attorney
Michael Bornstein – City Manager

PAT'S PUMP + BLOWER

2141 W. Church St ~ Orlando, Fl 32805 ~ (407) 841-7867 / fax 407 648-2096

Date: 10-November-2016

To: Ms. Judy Love
Water & Sewer Manager
City of Lake Worth

Pat's Pump & Blower is pleased to once again offer the City of Lake Worth the opportunity to purchase the above referenced product via the FSA Statewide contract in effect for FY 2016-17. All terms, conditions and stipulations in this offer are in conformance with FSA requirements.

Please note: This is an incomplete unit and MUST BE combined with an appropriate suitable chassis from awarded FSA chassis vendors. We will coordinate ALL integration, delivery, and training issues with your selected chassis vendor.

BASE AWARD AMOUNT, SPEC 51		$189,125.00
LAKE WORTH SELECTED OPTIONS		
CODE	**DESCRIPTION**	
A215555-22	VARIABLE FLOW WATER SYSTEM	$ 5,441.00
A241102-4-RJ	23' EXTENDABLE BOOM	INCL
AUTOLUBE	BODY LUBRICATION SYSTEM	$ 6,280.00
A338837	DUAL FLOOR FLUSHER SYSTEM	$ 2,747.00
NPN	ADDITIONAL 300 GALLONS WATER	$ 8,975.00
A180549-2	BEHIND CAB 72"X15'X36" TOOLBOX	$ 2,509.00
A000364-2	SIDE TUBE RACKS – BOTH SIDES	$ 1,494.00
A243924-1	ACCESS STEPS TO TANK TOP	$ 399.00
A243768-3	FILL LINE STRAINER (CURB SIDE)	$ 210.00
A249000	DUAL FILL SYSTEM	$ 431.00
A220192	AUTO FILL LINE SHUT-OFF (CURB SIDE)	$ 3,068.00
A130641	INTERNAL TANK FLUSHER (TOP)	$ 2,280.00
A382413-9	SPLASH SHIELD, ½ REAR DOOR, NO SPLASH	$ 1,296.00
A304250-1	6" BUTTERFLY VALVE IN LIEU OF GATE	$ 545.00
A383990-2	DECANT HOSE WITH QUICK DISCONNECT	$ 519.00
A383276	"O" RING COUNTER	$ 755.00
A130572-4	RETRACTABLE 100' HOSE REEL	$ 2,591.00
A175241-3-C	500" OF 2500 PSI HOSE (1")	$ 493.00
A176110	20' LEADER HOSE	$ 266.00
A131629	½" X 50' HOSE ASSEMBLY WITH FITTINGS	$ 477.00
A120096	LOW WATER WARNING HORN	INCL
A000372	EXHAUSTER HOUR METER	$ 234.00
A120051	WATER PUMP HOUR METER	$ 234.00

A110452-1	6 WAY BOOM CONTROL JOYSTICK		$ 1,814.00
A120002	BACK UP ALARM		$ 130.00
A255017	WATER PUMP SWITCH AT DUMP STATION PANEL		$ 368.00
A120111-LED	20' CORD AND HALOGEN SPOTLIGHT		$ 389.00
A120378	DUAL LED WORKLIGHTS ON BOOM		$ 773.00
A120401	FLOOD LIGHTS (3) @ $317.00 EA		$ 951.00
A000404	STROBE LIGHT ON CHASSIS CAB		$ 1,066.00
A000403	STROBE LIGHT ON UNIT (2) @ $760.00 EA		$ 1,520.00
A120395-5	LED ARROWBOARD		$ 2,032.00
LED000	ALL DOT LIGHTS TO BE LED		STD
A384071	8" FLUIDIZER NOZZLE		$ 405.00
A176150	25' FILL HOSE (2) @ $157 EA		$ 314.00
A249164-1	TRAFFIC CONE HOLDER (NO CONES)		$ 265.00
A382557-6	PROVISION TV 210 BACK-UP CAMERA		$ 2,385.00
A380903	PETCOCK VALVE ON Y STRAINER		INCL
A387194	DEGREASER INJECTION SYSTEM		$ 3,528.00
SUBTOTAL			$246,309.00
NON CONTRACT DEALER SUPPLIED OPTIONS			
NPN	GALVANIZATION OF AIR PIPING		$ 4,700.00*
NPN	VACCUM BLOWER LUBE SYSTEM		$ 500.00*
NPN	TOOL TRAY EXPANDED METAL (behind cab)		$ 1,079.00*
* ABOVE 3 ITEMS ARE SUBJECT TO .5% FSA DISCOUNT		(-)	$ 31.40
			$ 6,247.60
TOTAL DELIVERED PRICE AS CONFIGURED			$252,556.60
TRADE-IN OFFER FOR USED AQUATECH UNIT ID #146		(-)	$ 35,000.00
NET AFTER TRADE-IN			$217,556.60

Please advise of any additional information you may require.

Sincerely,

Kevin Fender
VP
Pat's Pump & Blower
Phone: 407-841-7867
Fax: 407-648-2096
EMail: KFender@PatsPump.com

11/10/2016

Rechtien International Trucks, Inc

FLORIDA SHERIFF'S ASSOCIATION Contract - FSA16-VEH14.0

Customer: City of Lake Worth

Specification:	**Region:** Southern	**Quantity**	**Unit Cost**	**extended**
Base Price:		1	$ 88,453.00	$ 88,453.00
Contract Options:				
				$ -
SEWERVAC64	Basic sewer vac 64,000 GVWR cab & chassis includes:	1	$ 6,566.00	$ 6,566.00
	SF253350 - 7400 6x4 with Cummins ISL 350 HP engine			$ -
	64GVWR - 64,000 GVWR package			$ -
	7BEP - Vertical exhaust			$ -
	LEDPKG - LED lighting			$ -
	15SJR - 15SGD 100 gallon fuel tank			$ -
5708	Tilt steering column	1	$ 117.00	$ 117.00
16SDC	Exterior grab handle(s)	1	$ 221.00	$ 221.00
10WJH	Silver package	1	$ 123.00	$ 123.00
60AAA	Remote Power Module	2	$ 737.00	$ 1,474.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Non-Contract Options:				$ -
62GVWR	62,000 lbs. in lieu of 64,000 GVWR pkg	1	$ (171.00)	$ (171.00)
				$ -
				$ -
				$ -
				$ -
				$ -
Total:			$ 96,046.00	$ 96,783.00
	****Florida Waste Tire Fee**	**10**	**$ 1.00**	**$ 10.00**
	****Florida Waste Battery Fee**	**3**	**$ 1.50**	**$ 4.50**
Total Purchase Order Amount:			**$ 96,046.00**	**$ 96,783.00**

Cab Color:	White
Body Color:	N/A

**included in base price

Prepared By:
John Bradley
Rehtien International Trucks, Inc.
3787 Interstate Park Road
Riviera Beach, FL 33404
office - 561.882.9050 fax - 561.882.0218 cell - 561.818.4374 email - bradley@rechtien.com

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

SPECIFICATION #014 - 52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK

2017 Freightliner M2-112 ; 2017 International HX
2017 International Workstar ; 2017 Kenworth T880
2017 Mack C or G Series ; 2017 Peterbilt 567
2017 Volvo V Series ; 2017 Western Star 4700

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:

   a. 350 HP 6 cylinder diesel engine, manufacturer's 11L minimum

2. TRANSMISISON & CLUTCH:

   a. The following or approved equivalents are acceptable:
   b. Fuller 14210B 10 Speed Manual with OD

3. ENGINE EQUIPMENT:

   a. Alternator – 12 volt 100A
   b. Premium engine hoses
   c. Injection pump – electronic engine control
   d. Radiator – aluminum core
   e. Air restriction monitor – intake mounted

4. CAB:

   a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
   b. Floor covering – black rubber mats
   c. Seating – driver air suspension mid back, passenger fixed mid back.
   d. Steering wheel – 18" two spoke
   e. Standard air conditioning and heating

5. FRAME:

   a. Frame – steel construction matched to GVW and mounted body of truck.
   b. Wheelbase – 187"
   c. Front bumper – painted steel
   d. Fuel tank – 70 gallon, minimum
   e. Air dryer – Bendix AD9 heated, or approved equivalent.

6. SAFETY:

   a. Horn – single air trumpet
   b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
   c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
   d. Slack adjusters – Haldex automatic front and rear.
   e. Daytime running lights.
   f. Backup alarm

7. FRONT AXLE:

   a. Front axle – 12,000 lb.
   b. Front wheels – steel 10 hole hub piloted
   c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
   d. Front hubs – Ferrous, or approved equivalent.
   e. Oil type with synthetic lube

8. REAR AXLE:

   a. Rear axle – 40,000 lb.
   b. Rear wheels – steel 10 hole hub piloted
   c. Rear tires – 11R22.5 Goodyear G124 unisteel traction or approved equivalent.
   d. Hubs – Ferrous, or approved equivalent.
   e. Power divider with warning light and buzzer (includes in cab control)

9. ELECTRICAL:

   a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.
   b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.

c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

Unit Price Per Base

Western District $_____ /ea.
Northern District $_____ /ea.
Central District $_____ /ea.
Southern District $88,453.00 /ea.

Brand Name:

☑ International Workstar

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

BIDDERS MUST ATTACH A MANUFACTURER'S PRINT-OUT (CHRYSLER – "DIAL SYSTEM"; FORD – "DORA"; GENERAL MOTORS – "GM AUTOBOOK"; OR APPROVED EQUIVALENT) TO VERIFY THE VEHICLE BID MEETS ALL THE REQUIREMENTS OF THIS SPECIFICATION. ALSO, ANY DEALER INSTALLED AFTERMARKET COMPONENTS, IF SPECIFIED, MUST BE NOTED ON THE MANUFACTURER'S PRINT-OUT. ALL ENCLOSED CONDITIONS AND REQUIREMENTS SHALL APPLY.

Delivery should occur within 90 - 120 calendar days after receipt of Purchase Order.

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

Order code	Delete options	Credit
SF625300	Engine/transmission - specify *Workstar 7400 6x4 with International N9 300 HP engine (12NWC) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Cummins ISL 300 HP engine - use order code 12EHK. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$6,717.00
SF625330	Engine/transmission - specify *Workstar 7400 6x4 with International N9 330 HP engine (12NWE) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Cummins ISL 330 HP engine - use order code 12EHL. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$6,170.00
SF63735	Engine/transmission - specify *Workstar 7500 6x4 with International N10 350 HP High-Torque engine (12NWJ) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Cummins ISL 345 HP High-Torque engine - use order code 12EHM. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$973.00
SF625350	Engine/transmission - specify *Workstar 7400 6x4 with Cummins ISL 350 HP Standard-Torque engine (12EHN) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$5,977.00

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Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

Order code	Add options	Price
12BDD	Engine upgrade - specify *N13 365 HP 1250 ft/lb torque. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	No Charge
12BCP	Engine upgrade - specify *N13 390 HP 1450 ft/lb torque. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$210.00

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

12BCR	Engine upgrade - specify *N13 410 HP 1450 ft/lb torque. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,915.00
12BCS	Engine upgrade - specify *N13 430 HP 1550 ft/lb torque. Requires order code 13GHP, 13GHS, 13GNB, 13GWR manual transmission or 13ATR, 13AUW Allison automatic transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$2,118.00
7SDK	Engine upgrade - specify *Engine compression brake by Jacobs; for N13 Engines, With Selector Switch and On/Off Switch. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,975.00
13AVR	Transmission upgrade - specify *Allison 3000 RDS automatic transmission. For use with order code 12BDD N13 365 HP engine only. Includes factory option codes 13WAW & 13WLP. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$7,938.00
13GHP	Transmission upgrade - specify *Fuller FRO-15210C 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump. A discount of a minimum of 6.5% of the manufacturers list prices is applied..*	$558.00
13GHS	Transmission upgrade - specify *Fuller FRO-16210C 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$865.00
13GNB	Transmission upgrade - specify *Fuller FRO-17210C 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,478.00
13GWR	Transmission upgrade - specify *Eaton Fuller UltraShift+ FO-17E308LL-VCS 10-Speed Fully Automated Manual; with Aluminum Clutch Housing, Overdrive, Electronic Shift Controls, Electric Clutch Actuation, Air Range Shift, Internal Lube Oil Pump, Hill Start Aid. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$9,554.00
58GVWR	58,000 lb. GVWR package *18,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 2ARZ. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$4,784.00
64GVWR	64,000 lb. GVWR package *18,000 lbs. front axle, 46,000 lbs. rear axles. Includes order codes 2ARZ & 14GRD. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$8,649.00
60GVWR	GVWR upgrade - specify *20,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 2ARY. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$5,507.00

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
Std. = Manufacturer's standard equip.
Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

66GVWR	GVWR upgrade - specify *20,000 lbs. front axle, 46,000 lbs. rear axles. Includes order codes 2ARZ & 14GRD. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$9,372.00
56GVWR	GVWR upgrade - specify *16,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 2ARU. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$4,613.00
54GVWR	GVWR upgrade - specify *14,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 1CAJ & 2ARV. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,992.00
SAFETY	GVWR upgrade - specify *Safety Kit - Fire Extingusher and Triangles - dealer installed*	$150.00
	Bi-fuel model - specify	Not Applicable
	CNG prep - specify	Not Applicable
	CNG conversion (discuss with dealer)	Not Applicable
	LPG conversion (discuss with dealer)	Not Applicable
15DYJ	Dual fuel tanks, or equivalent *(2) Top Draw; Non-Polished Aluminum, 26" Diam., 70 U.S. Gal., 265L Capacity, Total Capacity 140 U.S. Gal. 530L, with Dual Supply & Return Lines, Less Equalizer Line, Mounted Back of Cab Right & Left Side - Cab to Axle (CA) interference - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$996.00
	Nitrogen filled tires including spare tire	Not Applicable
13ATR	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent *Allison 4000_RDS_P 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder. Includes factory option codes 13WAW, 13WBL, 13WLM, 13WUC, & 13WYU. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$14,294.00
13AUW	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent *Allison 4500_RDS_P 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder. Includes factory option codes 13WAW, 13WBL, 13WLM, 13WUC, & 13WYU. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$15,498.00
1GBP	Double Frame: full steel insert	$1,598.00
2ARV	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs *14,000 lbs. front axle. Includes factory option codes 1CAJ, 3ADD & 7382155419 (12R22.5 front tires). A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,992.00

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

SPECIFICATIONS THAT MAY BE DELETED/ADDED, ORDER CODE, DESCRIPTION AND PRICE

LEGEND FOR DELETE/ADD OPTIONS

Every line will require a **DOLLAR VALUE** or one of the following abbreviations:
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Incl. = included with base specs.
NC = no additional charge
NA = not applicable to the vehicle

SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	Not Applicable
2ARU	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs *16,000 lbs. front axle. Includes factory option codes 1CAJ, 3ADD, 27DPN & 7792545419 (315/22.5 front tires). A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$4,613.00
2ARZ	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs *18,000 lbs. front axle. Includes factory option codes 3ADG, 5PTB, 27DUN, 7792655412 (385/22.5 front tires) and order code 1GBP. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$4,784.00
2ARY	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs *20,000 lbs. front axle. Includes factory option codes 3AGA, 5PTB, 27DUN, 7752665412 (425/22.5 front tires) and order code 1GBP. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$5,507.00
14GRD	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent *46,000 lbs. rear axle. Includes factory option codes 14UHK, 14WAL, 14WMK. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$3,865.00
	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels	Not Applicable
LINK13.5	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels *Cab to Axle restricted - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$9,548.00
LINK20R	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *Cab to Axle restricted - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$8,940.00
LINK20S	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *Cab to Axle restricted - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$13,548.00
14ULU	Rear Suspension: 40,000 lb air ride *Hendrickson HAS420-55. Includes factory option codes 1CAJ & 14899. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$2,081.00
14ULY	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent *Hendrickson HMX-460-54 Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, with Shock Absorbers. Includes factory option codes 1CAJ, 14WAL, & 14WBV. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,601.00

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

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14UNX	Rear Suspension: 46,000 lb air ride *Hendrickson PRIMAXX EX 55" Axle Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location, with dump valve. Includes factory option codes 1CAJ & 14899. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$3,111.00
12DMP	12 yd. dump body with hoist and electric tarp system. State model bid. *Steel body with electric tarp and air opertated tailgate. Recommend order code 56GVWR - 56,000 lbs GVWR minimum.*	$16,560.00
18DMP	18 yd. dump body with hoist and electric tarp system. State model bid. *Steel body with electric tarp and air opertated tailgate. Recommend order code 64GVWR - 64,000 lbs GVWR minimum.*	$17,699.00
ROLLOFF	Rolloff hoist system and tarp system. State model bid. *Galfab 60K outside rail with tarp. Recommend order code 58GVWR - 58,000 lbs. GVWR minimum.*	$38,781.00
	Cab suspension - air ride	Standard
14GVN	Driver controlled differential lock *For use with 40,000 lbs. rear axle. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,304.00
SEWERVAC64	Optional mounted body - specify *Basic sewer vacuum 64,000 GVWR cab & chassis. Includes order codes SF625350, 64GVWR, 7BEP, LEDPKG & 15SJR and factory order codes 1WGY, 7BEW, 7WAE, 7WZY, 13WAW, 13WUH, & 15WCS. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$6,566.00
SEWERVAC66	Optional mounted body - specify *Basic sewer vacuum 66,000 GVWR cab & chassis. Includes order codes SF625350, 66GVWR, 7BEP, LEDPKG & 15SJR and factory order codes 1WGY, 7BEW, 7WAE, 7WZY, 13WAW, 13WUH, & 15WCS. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$7,469.00
KC25RL	Optional mounted body - specify *New Way King Cobra 25RL or equal 25 cubic yard rear load refure body. Includes order code 64GVWR. Requres automatic transmission.*	$77,378.00
GAL-U5-EX	Optional mounted body - specify *Galberath U5-EX-174 Extendable Tail Hoist with Pioneer Tarp System. Includes air shift PTO for manual transmission, 48" tool box, & steel fenders. Recommend order code 58GVWR - 58,000 lbs. GVWR minimum.*	$46,998.00
4000STL	Optional mounted body - specify *4200 gallon steel water tank with hydrant fgill and PTO driven pump. Requires order code 64GVWR. Recommend automatic transmission.*	$59,247.00
	Optional mounted body - specify	Not Applicable

Specification #14 52,000 lb. GVWR CAB & CHASSIS - 4x6 TANDEM AXLE TRUCK

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	Optional mounted body - specify	Not Applicable
	Optional mounted body - specify	Not Applicable
	Optional mounted body - specify	Not Applicable
16SDT	Optional mounted body - specify *Mirrors - Power Both Sides Flat Glass Only, Thermostatically Controlled Heated Heads, Clearence Lights LED, Black Heads and Arms, Breakaway Type, 7.09" x 15.75" & Intergral Convex Both Sides, 102" Inside Spacing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$507.00
7BEP	Optional equipment - specify *Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,131.00
14HRE	Optional equipment - specify *46,000 lbs. rear axle requires order code. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$2,052.00
5708	Optional equipment - specify *Tilt steering column. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$117.00
5710	Optional equipment - specify *Tilt & Telescopic steering column. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$433.00
16SDC	Optional equipment - specify *Exterior grad handles. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$221.00
16WJU	Optional equipment - specify *Power windows and door locks. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$343.00
10WJH	Optional equipment - specify *Silver Package - INcludes factory option codes 8WGL, 8WXD, 8WPZ, and order code 8WRB. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$123.00
16RPV	Optional equipment - specify *Air ride passenger seat. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$101.00
8MKX	Optional equipment - specify *Batteries Maintenance-Free (3) 12-Volt 2775CCA Total. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$167.00
LEDPKG	Optional equipment - specify *LED lighting package for cab & chassis and mounted body. Includes factory option codes 8TRS, 8WPH, and 8XGT. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$498.00

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15SJR	Optional equipment - specify *Fuel Tank - 100 gallon capacity, Non-Polished Aluminum, 26" Diam.; Mounted Left Side Under Cab. Optional: 80 gallon capacity, Non-Polished Aluminum, 26" Diam.; Mounted Left Side Under Cab use order code 15SJZ - price $140.00. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$285.00
15LKW	Optional equipment - specify *Fuel Water Seperator - Davco Fuel Pro 382 with Fuel Heated Fuel Heater, Thermostatic Fuel Temperature Control, Mounted In Standard Position, Includes Water-In-Fuel Light. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$363.00
29007	Optional equipment - specify *Spare Tire - includes 11R22.5 14-ply tire and wheel equal to standard. Contact dealer for price of additional sizes. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$826.00
60AAA	Optional equipment - specify *Remote Power Module for upfitter interface - 6-inputs and 6-outputs with switches on dash. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$737.00
8WRP	Optional equipment - specify *Headlights on with wipers - automatically. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$21.00
	Temporary tag	Not Applicable
TRANTAG	Transfer existing registration (must provide tag number)	$95.00
NEWTAG	New state tag (specify state, county, city, sheriff, etc.)	$325.00
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
	Maintenance Plan - specify	Not Applicable
40JPZ	Warranty - specify *Extended Vehicle Service Contract - 36-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$4,050.00
40KPC	Warranty - specify *Extended Vehicle Service Contract - 48-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$6,000.00
40KPG	Warranty - specify *Extended Vehicle Service Contract - 60-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$6,750.00

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SUBMIT SEPARATE SHEETS FOR EACH BRAND AND MODEL OFFERED

40MCH	Diesel Warranty - specify *Extended Engine Service Contract - 36-Month/300,000 Miles (480,000 km), 10,800 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump, Fuel Injectors, and after treatment for N13 engine. For N9, N10, or ISL engine options contact dealer for pricing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$1,838.00
40MCM	Diesel Warranty - specify *Extended Engine Service Contract - 48-Month/400,000 Miles (640,000 km), 14,400 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump, Fuel Injectors, and after treatment for N13 engine. For N9, N10, or ISL engine options contact dealer for pricing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$4,125.00
40MCS	Diesel Warranty - specify *Extended Engine Service Contract - 60-Month/200,000 Miles (320,000 km), 7,200 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump, Fuel Injectors, and after treatment for N13 engine. For N9, N10, or ISL engine options contact dealer for pricing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*	$2,325.00

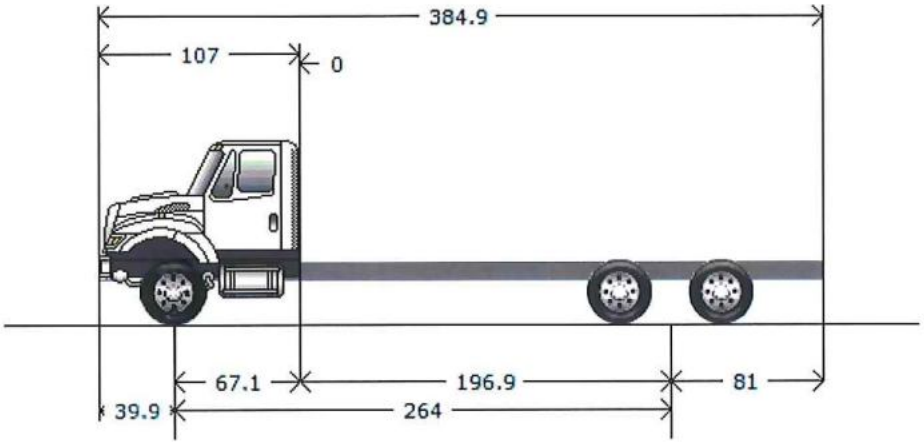
Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

INTERNATIONAL® November 10, 2016

Prepared For:
City of Lake Worth - Garage
Tim Lane
7 N Dixie Hwy
Lake Worth, FL 33460-3787
(561)586 - 1638
Reference ID: #14 SEWERVAC3

Presented By:
RECHTIEN INTERNATIONAL TRUCKS, INC.
John W Bradley
3787 INTERSTATE PARK ROAD
RIVIERA BEACH FL 33404 -
(866)882-9050

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2016 7400 SBA 6X4 (SF625)

APPLICATION:	Sewer Vac
MISSION:	Requested GVWR: 62000. Calc. GVWR: 62000
DIMENSION:	Wheelbase: 264.00, CA: 196.90, Axle to Frame: 81.00
ENGINE, DIESEL:	{Cummins ISL9 350} EPA 2010, 350 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 Load Range L CITY SERVICE HA3 (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
FRAME REINFORCEMENT:	Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
PAINT:	Cab schematic 100GN Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
SF62500	Base Chassis, Model 7400 SBA 6X4 with 264.00 Wheelbase, 196.90 CA, and 81.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Outer "C" Channel, Heat Treated Alloy Steel (120,000 PSI Yield); 10.813" x 3.892" x 0.312"; (274.6mm x 98.9mm x 8.0mm); 480.0" (12192mm) Maximum OAL
1LLA	BUMPER, FRONT Steel, Swept Back
	Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
3ADE	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4
	Notes : Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank
	Includes : DRAIN VALVE Mounted in Wet Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} With Heater
	Includes

Code	Description
	: AIR DRYER LOCATION Inside Left Rail, Back of Cab
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
7BEP	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7BEW	AFTERTREATMENT with Special Temperature Control, for Stationary Applications
7WAE	RAIN CAP With Single Exhaust, Non-Bright Finish
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8875	BATTERY TERMINALS Sealed
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

Code	Description
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input Includes : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior
8THB	BACK-UP ALARM Electric, 102 dBA
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, With Maximum of 20 amp Load With Switches In Instrument Panel
8TPS	STOP, TURN, TAIL & B/U LIGHTS {Weldon LED Multi-Function Lamp} Mounted Inside Rails
8TRV	BATTERY CABLES With 2 Auxiliary Sealed Battery Posts, 1 Positive and 1 Negative
8VAY	HORN, ELECTRIC Disc Style
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated
8WEJ	BATTERY BOX Steel, With Fiberglass Cover, 35" Back of Cab, Mounted Left Side Perpendicular to Frame Rail
8WGD	SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position Notes : To Be Used as a Pilot Air and NOT as an Air Supply.
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WML	HEADLIGHTS Long Life Halogen; for Two Light System
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9585	FENDER EXTENSIONS Rubber
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for WorkStar
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100

Code	Description
	Includes : PAINT SCHEMATIC ID LETTERS "GN"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL Engines
12EHN	ENGINE, DIESEL {Cummins ISL9 350} EPA 2010, 350 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed
	Includes : FAN Nylon
12UNY	FEDERAL EMISSIONS {Cummins ISL9} EPA, OBD and GHG Certified for Calendar Year 2016
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBC	AIR CLEANER Single Element
	Includes : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB/B6.7 or ISL Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Airport Refueler, Sewer Evac
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming
13XAL	PTO LOCATION Left Side of Transmission
14GRD	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.14
	Includes

Code	Description
	: POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers
	Includes : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar-Pin Beam Attachment Type Suspensions
15LLY	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 66" Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} Unheated, with Primer Pump, and WIF Sensor
15SGD	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19.0" Tank Depth, 100 U.S. Gal., 378.5 L Capacity, Mounted Left Side Under Cab
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional
	Includes : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door
16HBA	GAUGE CLUSTER English With English Electronic Speedometer
	Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)
16HGH	GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

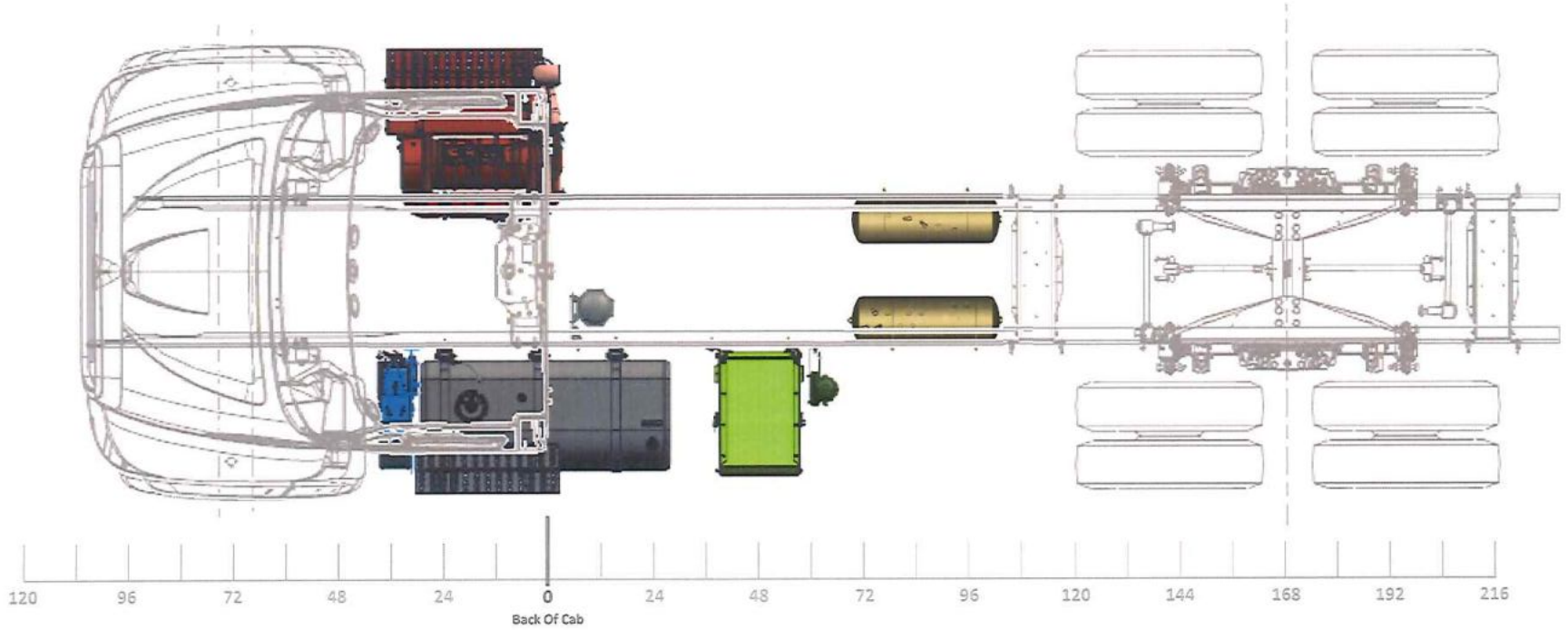
Code	Description
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type
16SDE	MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4"
16SEE	GRAB HANDLE Chrome; Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNA	MIRRORS (2) {Lang Mekra} Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster
	Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A
16WJS	INSTRUMENT PANEL Center Section, Flat Panel
16WKY	HVAC FRESH AIR FILTER
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WRX	CAB INTERIOR TRIM Deluxe
	Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console
16WSK	CAB REAR SUSPENSION Air Bag Type
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUG	WHEELS, REAR {Accuride 50408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
60AAB	BDY INTG, REMOTE POWER MODULE (2) Mounted Under Cab or On Battery Box; Up to 6 Outputs & 6 Inputs each, Max. 20 amp. per Channel, Max. 80 amp. Total per Power Module (Includes 12 Latched Switches)
60ACW	BDY INTG,I/O EXPANSION HARNESS {for Diamond Logic Builder} In-Cab wire harness (DLB) program only, Includes a harness with five blunt cut wires routed on lower left of instrument panel. Two ground active inputs and two (.5Amp) relay drivers outputs are provided
7372135415	(8) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7792545435	(2) TIRE, FRONT 315/80R22.5 Load Range L CITY SERVICE HA3 (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
	Cab schematic 100GN

Code	Description
	Location 1: 9219, Winter White (Std)
	Chassis schematic N/A
	Services Section:
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U

Model/Feature Information		
Model:		WorkStar MD SBA/SFA
Cab:	16030	DAY CAB
Aftertreatment:	07BEP	SWITCHBACK VERT
Fuel Tank:	15SGD	100 GAL 19" DEEP D
Battery Box:	08WEJ/08VTR	18" STL/AL, 35" BOC
Air Tanks:	04WZJ	11" FOS TANKS
DEF Tank:	15WDG	7 GAL
Engine:		N9, N10, ISB

General Configuration Information
TRUCK CONFIGURATION
AIR DRYER INSIDE LT
OPTIONAL FUEL FILTER OUTSIDE LEFT (15LLY)

Minimum Wheelbase
6x4 54" HMX ≥ 203" – SBA ≥ 211" – SFA
6x4 55" HAS ≥ 203" – SBA ≥ 211" – SFA
4x2 VARI-RATE ≥ 183" – SBA ≥ 191" – SFA



BID AWARD ANNOUNCEMENT

FSA16-VEH14.0

Effective Dates:
October 1, 2016 – September 30, 2017

Cab & Chassis Trucks and Other Fleet Equiqment

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEH14.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	**Type Code**	**FSA Code**	**Fleet Center Contact Numbers**
Ford	FIN Code	QE065	1-800-34-FLEET (1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP (1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET (1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798

2. Basic information required on all purchase orders is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEH14.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

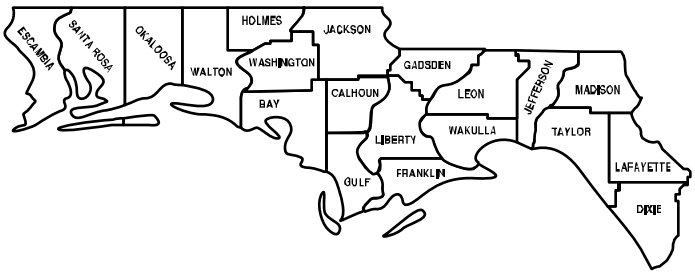
   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

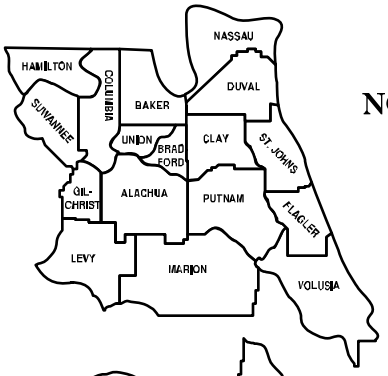
   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

FSA CONTRACT ZONE MAP

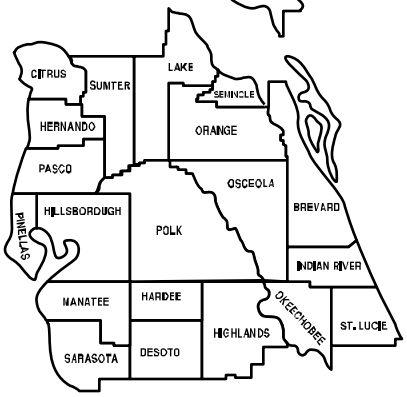
WESTERN



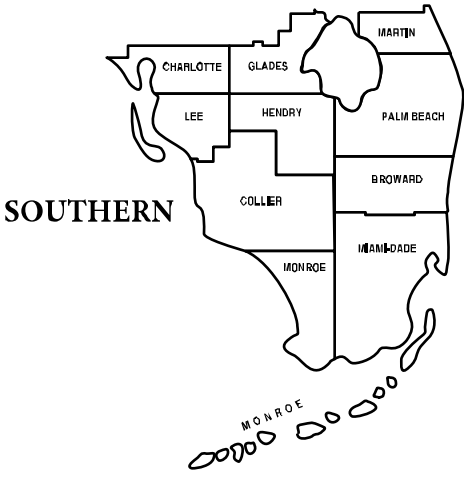
NORTHERN



CENTRAL



SOUTHERN



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE (Specification #51)			
Pat's Pump & Blower	2017 Aquatech B-10	Western	$189,125.00
Pat's Pump & Blower	2017 Aquatech B-10	Northern	$189,125.00
Pat's Pump & Blower	2017 Aquatech B-10	Central	$189,125.00
Pat's Pump & Blower	2017 Aquatech B-10	Southern	$189,125.00
Container Systems & Equipment Co., Inc.	2017 Super Products Camel 1200	Western	$199,845.00
Container Systems & Equipment Co., Inc.	2017 Super Products Camel 1200	Northern	$199,845.00
Container Systems & Equipment Co., Inc.	2017 Super Products Camel 1200	Central	$199,845.00
Container Systems & Equipment Co., Inc.	2017 Super Products Camel 1200	Southern	$199,845.00
G S Equipment, Inc.	2017 Vacall AJV 1010	Western	$179,128.00
G S Equipment, Inc.	2017 Vacall AJV 1010	Northern	$179,128.00
G S Equipment, Inc.	2017 Vacall AJV 1010	Central	$179,128.00
G S Equipment, Inc.	2017 Vacall AJV 1010	Southern	$179,128.00
Southern Sewer Equipment Sales	2017 Vac-Con 11 Yard	★Western	$172,124.00
Southern Sewer Equipment Sales	2017 Vac-Con 11 Yard	★Northern	$172,124.00
Southern Sewer Equipment Sales	2017 Vac-Con 11 Yard	★Central	$172,124.00
Southern Sewer Equipment Sales	2017 Vac-Con 11 Yard	★Southern	$172,124.00
Environmental Products of Florida Corp	2017 Vactor 2100 Plus	Western	$226,075.00
Environmental Products of Florida Corp	2017 Vactor 2100 Plus	Northern	$226,075.00
Environmental Products of Florida Corp	2017 Vactor 2100 Plus	Central	$226,075.00
Environmental Products of Florida Corp	2017 Vactor 2100 Plus	Southern	$226,075.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE
SPECIFICATION #51

2017 Aquatech B-10
2017 Super Products Camel 1200
2017 Vacall AJV 1010
2017 Vac-Con 11 Yard
2017 Vactor 2100 Plus

NOTE TO PURCHASERS: This is an INCOMPLETE UNIT. This is a bid award on a combination Sewer Cleaning/Vacuum Unit to be mounted on an appropriate sized cab & chassis truck. Agencies purchasing this unit will need to provide a cab & chassis truck of appropriate size, GVW, and, options necessary to have the selected combination Sewer Cleaner/Vacuuming Unit to be mounted on, or have the truck provider assist in ordering the correctly outfitted truck. Listed above you will find the model numbers of the units that will be included in the years contract. All items factory installed unless otherwise noted.

1. AIR/VACUUM SYSTEM:

   a. Positive displacement vacuum pump or centrifugal compressor
   b. 3500 CFM @ 14.5 inches of mercury, minimum
   c. Muffler
   d. Vacuum relief valves
   e. Centrifugal separator with clean out
   f. PTO or hydrostatic drive

2. DEBRIS TANK:

   a. 10 cu. yard capacity
   b. 45 degree hydraulic dump
   c. Top hinged
   d. Hydraulic door locks
   e. Sight glass or indicator
   f. Drain valve with hose
   g. Check ball system or vacuum breaker

3. BOOM ASSEMBLY:

   a. 270 degree boom working area
   b. Hydraulic up/down
   c. Clean out port
   d. Transport cradle
   e. 8" boom hose
   f. Pendant control

4. WATER PUMP:

   a. 2500 PSI, 80 GPM
   b. Pressure relief valve
   c. Wash down gun with relief valve

5. WATER TANK:

   a. 1000 gallon capacity
   b. Curb side fill
   c. Level indicators

6. HOSE REEL:

   a. 800' of 1" hose capacity
   b. 400' of 1", 2500 PSI hose supplied
   c. Power in/out
   d. Reel speed control system
   e. Position lock system
   f. Engine and hose reel controls
   g. Level wind

7. DRIVE SYSTEM:

   a. Hydrostatic, split PTO, or auxiliary engine

8. MISCELLANEOUS:

   a. Nozzles 15 degree and 30 degree for jet
   b. Wash down gun
   c. 8" intake tube 20' minimum
   d. Flexible hose guide
   e. Hose storage rack

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

10 CUBIC YARD COMBINATION SEWER CLEANING/VACUUMING MACHINE
SPECIFICATION #51

2017 Aquatech B-10

The Aquatech B-10 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:	$189,125.00	S189,125.00	$189,125.00	$189,125.00

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.

VEHICLE:	B-10			
DEALER:	Pat's Pump & Blower	Pat's Pump & Blower	Pat's Pump & Blower	Pat's Pump & Blower
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	S189,125.00	S189,125.00	$189,125.00	$189,125.00

Order Code	Delete Options	All Zones
B-5/6 [1]	Downgrade to smaller unit - specify *5 Yard Capacity* [1]	$6,500.00[1]
CB-10 [1]	Downgrade to smaller unit - specify *Ten (10) Yard Catch Basin Cleaner* [1]	$8,600.00[1]
SJ1650 [1]	Downgrade to smaller unit - specify *1650 Gallon Jetter only* [1]	$29,421.00[1]
624 [1]	Delete option - specify *Provide Roots 624 Blower in lieu of Roots 824 Blower* [1]	$2,710.00[1]
GL2000 [1]	Delete option - specify *Provide 2000 PSI Water Pump in lieu of 2500 PSI Water Pump* [1]	$1,000.00[1]
	Delete option - specify	
	Delete option - specify	
	Delete option - specify	

Order Code	Add Options	All Zones

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

B-15 [1]	Upgrade to larger unit - specify *15 Yard Debris/1500 Gallons Water* [1]	$34,365.00[1]
B-52 [1]	Upgrade to larger unit - specify *5 Yard Debris/ 2000 Gallons Water* [1]	$27,240.00[1]
F-10 [1]	Upgrade to larger unit - specify *Front Reel / 180 Degree Boom* [1]	$49,885.00[1]
NPN [1]	Articulating hose reel	Std[1]
HIDUMP [1]	Hi-dump *Hi-Dump* [1]	$33,120.00[1]
A381239 [1]	Wireless remote *OMNIX Wireless Remote* [1]	$5,130.00[1]
A341586 [1]	Variable flow water system *SOIL SURGEON* [1]	$5,059.00[1]
A249023-2-12V [1]	Hydraulic pump-off system *Pump-Off System* [1]	$5,177.00[1]
NPN [1]	Positive displacement blowers *Positive Displacement Blowers* [1]	Std[1]

VEHICLE:	B-10			
DEALER:	Pat's Pump & Blower	Pat's Pump & Blower	Pat's Pump & Blower	Pat's Pump & Blower
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	S189,125.00	S189,125.00	$189,125.00	$189,125.00

AUTOLUBE [1]	Optional equipment - specify *Lubecore Autolube System* [1]	$6,280.00[1]
STOOLKIT [1]	Optional equipment - specify *Specialty Tool Kit* [1]	$8,500.00[1]
A243921 [1]	Optional equipment - specify *JETCAM* [1]	$32,747.00[1]
NPN [1]	Optional equipment - specify *BACK UP CAMERA* [1]	$3,850.00[1]
A130641 [1]	Optional equipment - specify *DUAL FLOOR FLUSHER, ALL BODY SIZES* [1]	$2,747.00[1]
A241102-4-RJ [1]	Optional equipment - specify *23 FOOT EXTENDABLE BOOM* [1]	$5,177.00[1]
A380533-RJ [1]	Optional equipment - specify *25 FOOT EXTENDABLE BOOM* [1]	$7,099.00[1]
NPN [1]	Optional equipment - specify *EXTRA 300 GALLONS WATER INSIDE DEBRIS TANK* [1]	$8,975.00[1]
SS-HOPPER [1]	Optional equipment - specify *STAINLESS STEEL HOPPER* [1]	$42,000.00[1]
NPN [1]	Optional equipment - specify *TELESCOPIC HOSE REEL* [1]	$5,795.00[1]
A245901-4 [1]	Optional equipment - specify *DEBRIS TANK VIBRATOR* [1]	$3,887.00[1]
A382703 [1]	Optional equipment - specify *AUTO LEVEL WIND* [1]	$5,950.00[1]
DISC [1]	Optional equipment - specify *12% Discount from MSRP on all Unscheduled Options* [1]	[1]
	Optional equipment - specify	
	Optional equipment - specify	
	Optional equipment - specify	
	New state tag (specify state, county, city, sheriff, etc.)	NA
	Transfer existing registration (must provide tag number)	NA
	Temporary tag	
MAINT [1]	Maintenance Plan - specify *ANNUAL FULL MAINTENANCE FOR 1 YEAR - BODY ONLY* [1]	$10,900.00[1]
	Maintenance Plan - specify	
WARRANTY2 [1]	Warranty - specify *2 YEAR PARTS AND LABOR - BODY ONLY* [1]	$7,750.00[1]
	Warranty - specify	

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK (Specification #14)			
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★Western	$60,697.00
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★Northern	$60,967.00
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★Central	$60,967.00
Lou Bachrodt Freightliner	2017 Freightliner M2-112	★Southern	$60,967.00
Maudlin International Trucks LLC	2017 International HX	Western	$101,500.00
Maudlin International Trucks LLC	2017 International HX	Northern	$100,500.00
SUN STATE INTERNATIONAL TRUCKS	2017 International HX	Central	$99,985.00
Rechtien International Trucks, Inc	2017 International HX	Southern	$101,600.00
Maudlin International Trucks LLC	2017 International Workstar	Western	$90,975.00
Maudlin International Trucks LLC	2017 International Workstar	Northern	$89,975.00
SUN STATE INTERNATIONAL TRUCKS	2017 International Workstar	Central	$89,750.00
Rechtien International Trucks, Inc	2017 International Workstar	Southern	$88,453.00
KENWORTH OF JACKSONVILLE	2017 Kenworth T880	Western	$101,836.00
KENWORTH OF JACKSONVILLE	2017 Kenworth T880	Northern	$101,586.00
Kenworth of Central Florida	2017 Kenworth T880	Central	$102,475.00
KENWORTH OF SOUTH FLORIDA	2017 Kenworth T880	Southern	$100,305.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Western	$110,602.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Northern	$110,602.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Central	$110,602.00
NEXTRAN TRUCK CENTERS	2017 Mack C or G Series	Southern	$110,602.00
Rush Truck Center, Tampa	2017 Peterbilt 567	Western	$103,657.50
Rush Truck Center, Tampa	2017 Peterbilt 567	Northern	$103,657.50
Rush Truck Center, Tampa	2017 Peterbilt 567	Central	$103,657.50
Palm Peterbilt Truck Center Inc	2017 Peterbilt 567	Southern	$111,898.00

NEXTRAN TRUCK CENTERS	2017 Volvo V Series	Western	$91,756.00
NEXTRAN TRUCK CENTERS	2017 Volvo V Series	Northern	$91,756.00
NEXTRAN TRUCK CENTERS	2017 Volvo V Series	Central	$91,756.00
General GMC Trucks Inc.	2017 Volvo V Series	Southern	$91,359.00
Tampa Truck Center	2017 Western Star 4700	Western	$86,463.00
Tampa Truck Center	2017 Western Star 4700	Northern	$86,463.00
Tampa Truck Center	2017 Western Star 4700	Central	$86,463.00
Tampa Truck Center	2017 Western Star 4700	Southern	$86,463.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK
SPECIFICATION #14

2017 Freightliner M2-112
2017 International HX
2017 International Workstar
2017 Kenworth T880
2017 Mack C or G Series
2017 Peterbilt 567
2017 Volvo V Series
2017 Western Star 4700

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

1. ENGINE:

   a. 350 HP 6 cylinder diesel engine, manufacturer's 11L minimum

2. TRANSMISISON & CLUTCH:

   a. The following or approved equivalents are acceptable:
   b. Fuller 14210B 10 Speed Manual with OD

3. ENGINE EQUIPMENT:

   a. Alternator – 12 volt 100A
   b. Premium engine hoses
   c. Injection pump – electronic engine control
   d. Radiator – aluminum core
   e. Air restriction monitor – intake mounted

4. CAB:

   a. Cab – welded steel galvanized or aluminum shell with rust preventative coating.
   b. Floor covering – black rubber mats
   c. Seating – driver air suspension mid back, passenger fixed mid back.
   d. Steering wheel – 18" two spoke
   e. Standard air conditioning and heating

5. FRAME:

   a. Frame – steel construction matched to GVW and mounted body of truck.
   b. Wheelbase – 187"
   c. Front bumper – painted steel
   d. Fuel tank – 70 gallon, minimum
   e. Air dryer – Bendix AD9 heated, or approved equivalent.

6. SAFETY:

a. Horn – single air trumpet
b. Mirrors – West Coast to include 7.5" convex mounted to lower mirror bracket.
c. Brakes – "S" cam type 16.5" x 5" Q + front and 16.5" x 7" Q + rear with anti-lock without automatic traction control, or approved equivalent.
d. Slack adjusters – Haldex automatic front and rear.
e. Daytime running lights.
f. Backup alarm

7. FRONT AXLE:

a. Front axle – 12,000 lb.
b. Front wheels – steel 10 hole hub piloted
c. Front tires – 11R22.5 Goodyear G397LHS, steer or approved equivalent.
d. Front hubs – Ferrous, or approved equivalent.
e. Oil type with synthetic lube

8. REAR AXLE:

a. Rear axle – 40,000 lb.
b. Rear wheels – steel 10 hole hub piloted
c. Rear tires – 11R22.5 Goodyear G124 unisteel traction or approved equivalent.
d. Hubs – Ferrous, or approved equivalent.
e. Power divider with warning light and buzzer (includes in cab control)

9. ELECTRICAL:

a. Circuit protection – fuses except headlamp and wiper circuits which utilize circuit breakers.
b. Hand throttle – electronic hand throttle operated through cruise control when in PTO mode only.
c. Engine protection – engine shut down system monitoring high water temp, low oil pressure, high exhaust temp, high transmission temp.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

52,000 LB. GVWR CAB & CHASSIS - 4X6 TANDEM AXLE TRUCK SPECIFICATION #14

2017 International Workstar

The International Workstar 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:	$90,975.00	$89,975.00	$89,750.00	$88,453.00

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.

VEHICLE:	Workstar			
DEALER:	Maudlin International Trucks LLC	Maudlin International Trucks LLC	SUN STATE INTERNATIONAL TRUCKS	Rechtien International Trucks, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$90,975.00	$89,975.00	S89,750.00	S88,453.00

Order Code	Delete Options	Western & Northern	Central	Southern
SF62530 [1] SF625300 [2] SF625300 [3]	Engine/transmission - specify *7400 with Navistar N9 or Cummins ISL 300 HP engine. Includes a minimum of 5% discount from MSRP* [1] *Workstar 7400 6x4 with International N9 or Cummins ISL 300 HP engine and Allison 3000 RDS transmission reference ISL 8646 N98645 Includes a 4% minimum discount from manufacturers MSRP* [2] *Workstar 7400 6x4 with International N9 300 HP engine (12NWC) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Cummins ISL 300 HP engine - use order code 12EHK. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*[3]	S7,000.00[1]	$7,450.00[2]	$6,717.00[3]
SF62533 [1] SF625330 [2] SF625330 [3]	Engine/transmission - specify *7400 with Navistar N9 or Cummins ISL 330 HP engine. Includes a minimum of 5% discount from MSRP* [1] *Workstar 7400 6x4 with International N9 or Cummins ISL 330 HP engine and Allison 3000 RDS transmission ISL reference 8647 N9 8579 Includes a 4% minimum discount from manufacturers MSRP* [2] *Workstar 7400 6x4 with International N9 330 HP engine (12NWE) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Cummins ISL 330 HP engine - use order code 12EHL. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*[3]	S6,500.00[1]	$6,750.00[2]	$6,170.00[3]
SF62535 [1] SF637350 [2] SF63735 [3]	Engine/transmission - specify *7500 with Navistar N9 or Cummins ISL 350 HP engine. Includes a minimum of 5% discount from MSRP* [1] *Workstar 7500 6x4 with International N10 or Cummins ISL 350 HP engine and Allison 3000 RDS transmission, ISL reference 8648 N10 8577 Includes a 4% minimum discount from manufacturers MSRP* [2] *Workstar 7500 6x4 with International N10 350 HP High-Torque engine (12NWJ) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Cummins ISL 345 HP High-Torque engine - use order code 12EHM. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*[3]	S3,500.00[1]	$3,700.00[2]	$973.00[3]
SF625330 [2] SF625350 [3]	Engine/transmission - specify *Workstar 7400 6x4 with International Cummins ISL 345 HP engine and Allison 3000 RDS transmission reference 8649 Includes a 4% minimum discount from manufacturers MSRP* [2] *Workstar 7400 6x4 with Cummins ISL 350 HP Standard-Torque engine (12EHN) and Allsion 3000 RDS transmission. Includes factory option codes 4SDB, 9585, 13AVR, & 13WLP. Available with Allison 3500 RDS automatic transmission - use order code 13AVG. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*[3]	NA	$6,970.00[2]	$5,977.00[3]

Order Code	Add Options	Western & Northern	Central	Southern

VEHICLE:	Workstar			
DEALER:	Maudlin International Trucks LLC	Maudlin International Trucks LLC	SUN STATE INTERNATIONAL TRUCKS	Rechtien International Trucks, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$90,975.00	$89,975.00	S89,750.00	S88,453.00

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

12BDD [1] 12BDD [2] 12BDD [3]	Engine upgrade - specify *Navistar N13 365hp engine. Includes a minimum of 5% discount from MSRP* [1] *International N13 365 HP engine Includes a 4% minimum discount from manufacturers MSRP* [2] *N13 365 HP 1250 ft/lb torque. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	NC[1]	NC[2]	NC[3]
12BCP [1] 12BCP [2] 12BCP [3]	Engine upgrade - specify *Navistar N13 390hp engine. Includes a minimum of 5% discount from MSRP* [1] *International N13 390 HP engine Includes a 4% minimum discount from manufacturers MSRP* [2] *N13 390 HP 1450 ft/lb torque. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S220.00[1]	$220.00[2]	$210.00[3]
12BCR [1] 12BCR [2] 12BCR [3]	Engine upgrade - specify *Navistar N13 410hp engine. Includes a minimum of 5% discount from MSRP* [1] *International N13 410 HP Includes a 4% minimum discount from manufacturers MSRP* [2] *N13 410 HP 1450 ft/lb torque. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S1,950.00[1]	$2,150.00[2]	$1,915.00[3]
12BCS [1] 12BCS [2] 12BCS [3]	Engine upgrade - specify *Navistar N13 430hp engine. Includes a minimum of 5% discount from MSRP* [1] *International N13 430 HP Includes a 4% minimum discount from manufacturers MSRP* [2] *N13 430 HP 1550 ft/lb torque. Requires order code 13GHP, 13GHS, 13GNB, 13GWR manual transmission or 13ATR, 13AUW Allison automatic transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S2,100.00[1]	$2,250.00[2]	$2,118.00[3]
12BCT [1] 12BCT [2] 7SDK [3]	Engine upgrade - specify *Navistar N13 475hp engine. Includes a minimum of 5% discount from MSRP* [1] *International N13 475 HP Includes a 4% minimum discount from manufacturers MSRP* [2] *Engine compression brake by Jacobs; for N13 Engines, With Selector Switch and On/Off Switch. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S2,850.00[1]	$2,900.00[2]	$1,975.00[3]
13AVR [1] 13AVR [2] 13AVR [3]	Transmission upgrade - specify *Allison 3000RDS transmission. Includes a minimum of 5% discount from MSRP* [1] *Allison 3000 RDS automatic tranmission for use with N13 365 HP engine code12BDD Includes a 4% minimum discount from manufacturers MSRP* [2] *Allison 3000 RDS automatic transmission. For use with order code 12BDD N13 365 HP engine only. Includes factory option codes 13WAW & 13WLP. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S6,900.00[1]	$6,890.00[2]	$7,938.00[3]

VEHICLE:	Workstar			
DEALER:	Maudlin International Trucks LLC	Maudlin International Trucks LLC	SUN STATE INTERNATIONAL TRUCKS	Rechtien International Trucks, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$90,975.00	$89,975.00	S89,750.00	S88,453.00

13GHP [1] 13GHP [2] 13GHP [3]	Transmission upgrade - specify *FRO 15210C transmission. Includes a minimum of 5% discount from MSRP* [1] *Fuller 15210 C 10-speed manual transmission International N13 430 HP Includes a 4% minimum discount from manufacturers MSRP* [2] *Fuller FRO-15210C 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump. A discount of a minimum of 6.5% of the manufacturers list prices is applied..* [3]	S650.00[1]	$650.00[2]	$558.00[3]
13GHS [1] 13GHS [2] 13GHS [3]	Transmission upgrade - specify *FRO 16210C transmission. Includes a minimum of 5% discount from MSRP* [1] *Fuller 16210 C 10-speed manual transmission Includes a 4% minimum discount from manufacturers MSRP* [2] *Fuller FRO-16210C 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S1,250.00[1]	$1,350.00[2]	$865.00[3]
13GNB [1] 13GNB [2] 13GNB [3]	Transmission upgrade - specify *FRO 17210C transmission. Includes a minimum of 5% discount from MSRP* [1] *Fuller 17210 C 10-speed manual transmission Includes a 4% minimum discount from manufacturers MSRP* [2] *Fuller FRO-17210C 10-Speed Manual, With Overdrive, With Air Shift, With Internal Lube Oil Pump. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S2,295.00[1]	$2,100.00[2]	$1,478.00[3]
13GHX [1] 13GHX [2] 13GWR [3]	Transmission upgrade - specify *RTLO 16908LL Transmission. Includes a minimum of 5% discount from MSRP* [1] *Fuller RTO 16908LL Includes a 4% minimum discount from manufacturers MSRP* [2] *Eaton Fuller UltraShift+ FO-17E308LL-VCS 10-Speed Fully Automated Manual; with Aluminum Clutch Housing, Overdrive, Electronic Shift Controls, Electric Clutch Actuation, Air Range Shift, Internal Lube Oil Pump, Hill Start Aid. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S3,400.00[1]	$3,545.00[2]	$9,554.00[3]
58GVWR [1] 58GVWR [2] 58GVWR [3]	58,000 lb. GVWR package *18000 front and 40000 rear axle, tires steering gear, suspension and frame to match. Includes a minimum of 5% discount from MSRP* [1] *18,000 FAWR & 40,000 RAWR reference 8583 Includes a 4% minimum discount from manufacturers MSRP* [2] *18,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 2ARZ. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S7,500.00[1]	$6,900.00[2]	$4,784.00[3]
64GVWR [1] 64GVWR [2] 64GVWR [3]	64,000 lb. GVWR package *18000 front and 46000 rear axle, tires steering gear, suspension and frame to match. Includes a minimum of 5% discount from MSRP* [1] *18,000 FAWR & 46,000 RAWR reference 8584 Includes a 4% minimum discount from manufacturers MSRP* [2] *18,000 lbs. front axle, 46,000 lbs. rear axles. Includes order codes 2ARZ & 14GRD. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S9,500.00[1]	$9,300.00[2]	$8,649.00[3]
66GVWR [1] 60GVWR [2] 60GVWR [3]	GVWR upgrade - specify *20000 front and 46000 rear axle, tires steering gear, suspension and frame to match. Includes a minimum of 5% discount from MSRP* [1] *20,000 FAWR & 40,000 RAWR reference 8585 Includes a 4% minimum discount from manufacturers MSRP* [2] *20,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 2ARY. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S10,500.00[1]	$9,200.00[2]	$5,507.00[3]

VEHICLE:	Workstar				
DEALER:	Maudlin International Trucks LLC	Maudlin International Trucks LLC	SUN STATE INTERNATIONAL TRUCKS		Rechtien International Trucks, Inc
ZONE:	Western	Northern	Central		Southern
BASE PRICE:	$90,975.00	$89,975.00	S89,750.00		S88,453.00

60GVWR [1] 66GVWR [2] 66GVWR [3]	GVWR upgrade - specify *20000 front and 40000 rear axle, tires steering gear, suspension and frame to match. Includes a minimum of 5% discount from MSRP* [1] *20,000 FAWR & 46,000 RAWR reference 8586 Includes a 4% minimum discount from manufacturers MSRP* [2] *20,000 lbs. front axle, 46,000 lbs. rear axles. Includes order codes 2ARZ & 14GRD. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S9,500.00[1]	$9,500.00[2]	$9,372.00[3]
56GVWR [1] 56GVWR [2] 56GVWR [3]	GVWR upgrade - specify *16000 front and 40000 rear axle, tires steering gear, suspension and frame to match. Includes a minimum of 5% discount from MSRP* [1] *16,000 FAWR & 40,000 RAWR reference 8587 Includes a 4% minimum discount from manufacturers MSRP* [2] *16,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 2ARU. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S6,500.00[1]	$5,800.00[2]	$4,613.00[3]
54GVWR [1] 54GVWR [2] 54GVWR [3]	GVWR upgrade - specify *14000 front and 40000 rear axle, tires steering gear, suspension and frame to match. Includes a minimum of 5% discount from MSRP* [1] *14,000 FAWR & 40,000 RAWR Includes a 4% minimum discount from manufacturers MSRP* [2] *14,000 lbs. front axle, 40,000 lbs. rear axles. Includes order code 1CAJ & 2ARV. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S3,500.00[1]	NA[2]	$1,992.00[3]
62GVWR [2] SAFETY [3]	GVWR upgrade - specify *16,000 FAWR & 46,000 RAWR reference 8588 Includes a 4% minimum discount from manufacturers MSRP* [2] *Safety Kit - Fire Extingusher and Triangles - dealer installed* [3]	NA	$8,360.00[2]	$150.00[3]
	Bi-fuel model - specify	NA	NA	NA
	CNG prep - specify	NA	NA	NA
	CNG conversion (discuss with dealer)	NA	NA	NA
	LPG conversion (discuss with dealer)	NA	NA	NA
15DYJ [1] 15DYJ [2] 15DYJ [3]	Dual fuel tanks, or equivalent *Dual 70 gallon fuel tanks. Includes a minimum of 5% discount from MSRP* [1] *Dual 70 gallon fuel tanks Includes a 4% minimum discount from manufacturers MSRP* [2] *(2) Top Draw; Non-Polished Aluminum, 26" Diam., 70 U.S. Gal., 265L Capacity, Total Capacity 140 U.S. Gal. 530L, with Dual Supply & Return Lines, Less Equalizer Line, Mounted Back of Cab Right & Left Side - Cab to Axle (CA) interference - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S800.00[1]	$895.00[2]	$996.00[3]
	Nitrogen filled tires including spare tire	NA	NA	NA
13ATR [1] 13ATR [2] 13ATR [3]	Allison 4000RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent *Includes a minimum of 5% discount from MSRP* [1] *Allison 4000 RDS automatic transmission Includes a 4% minimum discount from manufacturers MSRP* [2] *Allison 4000_RDS_P 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder. Includes factory option codes 13WAW, 13WBL, 13WLM, 13WUC, & 13WYU. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S14,400.00[1]	$14,890.00[2]	$14,294.00[3]

VEHICLE:	Workstar			
DEALER:	Maudlin International Trucks LLC	Maudlin International Trucks LLC	SUN STATE INTERNATIONAL TRUCKS	Rechtien International Trucks, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$90,975.00	$89,975.00	S89,750.00	S88,453.00

13UAW [1] 13AUW [2] 13AUW [3]	Allison 4500RDS Auto Transmission to include synthetic oil, TES 295 or approved equivalent *Includes a minimum of 5% discount from MSRP* [1] *Allison 4500 RDS automatic transmission Includes a 4% minimum discount from manufacturers MSRP* [2] *Allison 4500_RDS_P 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder. Includes factory option codes 13WAW, 13WBL, 13WLM, 13WUC, & 13WYU. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S16,000.00[1]	$15,880.00[2]	$15,498.00[3]
1GBP [1] 1GBP [2] 1GBP [3]	Double Frame: full steel insert *Includes a minimum of 5% discount from MSRP* [1] *Double frame Includes a 4% minimum discount from manufacturers MSRP* [2]	S1,650.00[1]	$1,580.00[2]	$1,598.00[3]
2ARV [1] 2AVR [2] 2ARV [3]	Front Axle: 14,000 lb rating to include equal capacity steering gear and springs *Includes a minimum of 5% discount from MSRP* [1] *14,000 FAWR Includes a 4% minimum discount from manufacturers MSRP* [2] *14,000 lbs. front axle. Includes factory option codes 1CAJ, 3ADD & 7382155419 (12R22.5 front tires). A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S1,200.00[1]	$1,250.00[2]	$1,992.00[3]
	Front Axle: 14,600 lb rating to include equal capacity steering gear and springs	NA	NA	NA
2AUR [1] 2AUR [2] 2ARU [3]	Front Axle: 16,000 lb rating to include equal capacity steering gear and springs *Includes a minimum of 5% discount from MSRP* [1] *16,000 FAWR Includes a 4% minimum discount from manufacturers MSRP* [2] *16,000 lbs. front axle. Includes factory option codes 1CAJ, 3ADD, 27DPN & 7792545419 (315 22.5 front tires). A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S5,250.00[1]	$5,225.00[2]	$4,613.00[3]
2ARZ [1] 2ARZ [2] 2ARZ [3]	Front Axle: 18,000 lb rating to include equal capacity steering gear and springs *Includes a minimum of 5% discount from MSRP* [1] *18,000 FAWR Includes a 4% minimum discount from manufacturers MSRP* [2] *18,000 lbs. front axle. Includes factory option codes 3ADG, 5PTB, 27DUN, 7792655412 (385 22.5 front tires) and order code 1GBP. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S6,000.00[1]	$5,800.00[2]	$4,784.00[3]
2ARY [1] 2ARY [2] 2ARY [3]	Front Axle: 20,000 lb. rating to include equal capacity steering gear and springs *Includes a minimum of 5% discount from MSRP* [1] *20,000 FAWR Includes a 4% minimum discount from manufacturers MSRP* [2] *20,000 lbs. front axle. Includes factory option codes 3AGA, 5PTB, 27DUN, 7752665412 (425 22.5 front tires) and order code 1GBP. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S8,000.00[1]	$7,500.00[2]	$5,507.00[3]
14HRB [1] 14HRB [2] 14GRD [3]	Rear Axle: 46,000 lb Arvin Meritor, Eaton, Mack, or equivalent *Includes a minimum of 5% discount from MSRP* [1] *46,000 RAWR Includes a 4% minimum discount from manufacturers MSRP* [2] *46,000 lbs. rear axle. Includes factory option codes 14UHK, 14WAL, 14WMK. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S5,500.00[1]	$5,200.00[2]	$3,865.00[3]

VEHICLE:	Workstar			
DEALER:	Maudlin International Trucks LLC	Maudlin International Trucks LLC	SUN STATE INTERNATIONAL TRUCKS	Rechtien International Trucks, Inc
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$90,975.00	$89,975.00	S89,750.00	S88,453.00

14WLN [1] 14WLM [2]	Rigid Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels *Includes a minimum of 5% discount from MSRP* [1] *Rigid 13,200 lbs. pusher Includes a 4% minimum discount from manufacturers MSRP* [2]	S7,500.00[1]	$7,350.00[2]	NA
14WNH [1] 14WMA [2] LINK13.5 [3]	Steerable Lift Axle: Pusher / Tag 13,200 lb rating air lift to include 11R-22.5 tires with steel wheels *Includes a minimum of 5% discount from MSRP* [1] *SteeRRable 13,200 lbs. pusher Includes a 4% minimum discount from manufacturers MSRP* [2] *Cab to Axle restricted - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S9,500.00[1]	$9,300.00[2]	$9,548.00[3]
14WLM [1] 14WLM-4 [2] LINK20R [3]	Rigid Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *Includes a minimum of 5% discount from MSRP* [1] *Rigid 20,000 lbs. pusher Includes a 4% minimum discount from manufacturers MSRP* [2] *Cab to Axle restricted - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S9,500.00[1]	$9,380.00[2]	$8,940.00[3]
14WNM [1] 14WME [2] LINK20S [3]	Steerable Lift Axle: Pusher / Tag 20,000 lb rating air lift to include 11R-22.5 tires with steel wheels *Includes a minimum of 5% discount from MSRP* [1] *Steerable 20,000 lbs. pusher Includes a 4% minimum discount from manufacturers MSRP* [2] *Cab to Axle restricted - contact dealer. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S12,950.00[1]	$12,500.00[2]	$13,548.00[3]
14ULU [1] 14UNU [2] 14ULU [3]	Rear Suspension: 40,000 lb air ride *Includes a minimum of 5% discount from MSRP* [1] *40,000 air ride rear suspension Includes a 4% minimum discount from manufacturers MSRP* [2] *Hendrickson HAS420-55. Includes factory option codes 1CAJ & 14899. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S2,000.00[1]	$2,200.00[2]	$2,081.00[3]
14ULY [1] 14ULY [2] 14ULY [3]	Rear Suspension: 46,000 lb Chalmers, Hendrickson, Mack, Volvo "T" ride or equivalent *Includes a minimum of 5% discount from MSRP* [1] *46000 HMX rear suspension Includes a 4% minimum discount from manufacturers MSRP* [2] *Hendrickson HMX-460-54 Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, with Shock Absorbers. Includes factory option codes 1CAJ, 14WAL, & 14WBV. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S3,500.00[1]	$3,890.00[2]	$1,601.00[3]
14UNX [1] 14UNX [2] 14UNX [3]	Rear Suspension: 46,000 lb air ride *Hendrickson Primaxx. Includes a minimum of 5% discount from MSRP* [1] *46000 Primax air ride Includes a 4% minimum discount from manufacturers MSRP* [2] *Hendrickson PRIMAXX EX 55" Axle Spacing; 46,000-lb Capacity, 9.0" Ride Height, With Shock Absorbers Mounted in Standard Location, with dump valve. Includes factory option codes 1CAJ & 14899. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S4,695.00[1]	$4,250.00[2]	$3,111.00[3]

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OX12YDMP [1] OX12YD [2] 12DMP [3]	12 yd. dump body with hoist and electric tarp system. State model bid. *OX* [1] *Steel body with electric tarp and air opertated tailgate. Recommend order code 56GVWR - 56,000 lbs GVWR minimum.* [3]	S17,500.00[1]	$17,300.00[2]	$16,560.00[3]
OX18DMP [1] OX18YD [2] 18DMP [3]	18 yd. dump body with hoist and electric tarp system. State model bid. *OX* [1] *Steel body with electric tarp and air opertated tailgate. Recommend order code 64GVWR - 64,000 lbs GVWR minimum.* [3]	S18,500.00[1]	$18,250.00[2]	$17,699.00[3]
ROLLOFF [1] GALFAB [2] ROLLOFF [3]	Rolloff hoist system and tarp system. State model bid. *Galbreath U5-OR-174* [1] *Galfab 60K outside rail with tarp. Recommend order code 58GVWR - 58,000 lbs. GVWR minimum.* [3]	S42,500.00[1]	$42,000.00[2]	$38,781.00[3]
	Cab suspension - air ride	Std	Std	Std
14GVN [1] 14GUN [2] 14GVN [3]	Driver controlled differential lock *Includes a minimum of 5% discount from MSRP* [1] *Includes a 4% minimum discount from manufacturers MSRP* [2] *For use with 40,000 lbs. rear axle. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S1,900.00[1]	$1,950.00[2]	$1,304.00[3]
VACCHASSIS [1] VAC [2] SEWERVAC64 [3]	Optional mounted body - specify *Vac chassis prep package* [1] *VAC CON CHASSSI PREP* [2] *Basic sewer vacuum 64,000 GVWR cab & chassis. Includes order codes SF625350, 64GVWR, 7BEP, LEDPKG & 15SJR and factory order codes 1WGY, 7BEW, 7WAE, 7WZY, 13WAW, 13WUH, & 15WCS. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S5,500.00[1]	$5,600.00[2]	$6,566.00[3]
NW25RL [1] NW25RL [2] SEWERVAC66 [3]	Optional mounted body - specify *New Way 25 yd rear loader garbage body* [1] *NEW WAY GB* [2] *Basic sewer vacuum 66,000 GVWR cab & chassis. Includes order codes SF625350, 66GVWR, 7BEP, LEDPKG & 15SJR and factory order codes 1WGY, 7BEW, 7WAE, 7WZY, 13WAW, 13WUH, & 15WCS. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S69,500.00[1]	$69,900.00[2]	$7,469.00[3]
NWSW31 [1] MWSW31 [2] KC25RL [3]	Optional mounted body - specify *New Way automated side loading garbage body* [1] *NEW WAY AUTO SIDE* [2] *New Way King Cobra 25RL or equal 25 cubic yard rear load refure body. Includes order code 64GVWR. Requres automatic transmission.* [3]	$116,500.00[1]	$116,200.00[2]	$77,378.00[3]
Bridgeport [1] BRIDGPORT [2] GAL-U5-EX [3]	Optional mounted body - specify *Bridgeport automated side loading garbage* [1] *AUTO SIDE* [2] *Galberath U5-EX-174 Extendable Tail Hoist with Pioneer Tarp System. Includes air shift PTO for manual transmission, 48" tool box, & steel fenders. Recommend order code 58GVWR - 58,000 lbs. GVWR minimum.* [3]	$116,500.00[1]	$116,250.00[2]	$46,998.00[3]

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4000D [1] 4000D [2] 4000STL [3]	Optional mounted body - specify *4000 gallon Dolphin water tank* [1] *4000 DOLPHIIN TANK water tank* [2] *4200 gallon steel water tank with hydrant fgill and PTO driven pump. Requires order code 64GVWR. Recommend automatic transmission.* [3]	S38,800.00[1]	$37,660.00[2]	$59,247.00[3]
LelySST [1]	Optional mounted body - specify *4200-gallon Steel Septic Tank sucker. Contact dealer for full specs* [1]	S64,500.00[1]	NA	NA
LelyAST [1]	Optional mounted body - specify *4200-gallon Aluminum Septic Tank sucker. Contact dealer for full specs.* [1]	S73,000.00[1]	NA	NA
	Optional mounted body - specify	NA	NA	NA
	Optional mounted body - specify	NA	NA	NA
16SDT [3]	Optional mounted body - specify *Mirrors - Power Both Sides Flat Glass Only, Thermostatically Controlled Heated Heads, Clearence Lights LED, Black Heads and Arms, Breakaway Type, 7.09" x 15.75" & Intergral Convex Both Sides, 102" Inside Spacing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	NA	NA	$507.00[3]
14HRE [1] 07BEP [2] 7BEP [3]	Optional equipment - specify *46000 diff locks. Includes a minimum of 5% discount from MSRP* [1] *Vertical exhaust Includes a 4% minimum discount from manufacturers MSRP* [2] *Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S2,100.00[1]	$1,200.00[2]	$1,131.00[3]
5708 [1] 1411RE [2] 1411RE [3]	Optional equipment - specify *Tilt steering wheel. Includes a minimum of 5% discount from MSRP* [1] *46,000 RAWR driver controlled diff lock Includes a 4% minimum discount from manufacturers MSRP* [2] *46,000 lbs. rear axle requires order code. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S120.00[1]	$1,950.00[2]	$2,052.00[3]
5710 [1] 5708 [2] 5708 [3]	Optional equipment - specify *Tilt and telescoping steering wheel. Includes a minimum of 5% discount from MSRP* [1] *Tilt steering column Includes a 4% minimum discount from manufacturers MSRP* [2] *Tilt steering column. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S440.00[1]	$120.00[2]	$117.00[3]
16SDC [1] 5710 [2] 5710 [3]	Optional equipment - specify *Exterior grab handle. Includes a minimum of 5% discount from MSRP* [1] *Tilt & Telescopic Includes a 4% minimum discount from manufacturers MSRP* [2] *Tilt & Telescopic steering column. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S225.00[1]	$420.00[2]	$433.00[3]
16WJU [1] 16SDC [2] 16SDC [3]	Optional equipment - specify *Power windows and door locks. Includes a minimum of 5% discount from MSRP* [1] *Exterior grab handles Includes a 4% minimum discount from manufacturers MSRP* [2] *Exterior grad handles. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S350.00[1]	$230.00[2]	$221.00[3]

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Silver [1] 16WJU [2] 16WJU [3]	Optional equipment - specify *Silver package includes On Command ISIS 1 year subscription. Includes a minimum of 5% discount from MSRP* [1] *Power windows & door locks Includes a 4% minimum discount from manufacturers MSRP* [2] *Power windows and door locks. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S175.00[1]	$350.00[2]	$343.00[3]
16PPN [1] 10WJH [2] 10WJH [3]	Optional equipment - specify *Air ride passengers seat. Includes a minimum of 5% discount from MSRP* [1] *Silver package Includes a 4% minimum discount from manufacturers MSRP* [2] *Silver Package - INcludes factory option codes 8WGL, 8WXD, 8WPZ, and order code 8WRB. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S590.00[1]	$175.00[2]	$123.00[3]
8MKV [1] 16PPN [2] 16RPV [3]	Optional equipment - specify *2775 CCA batteries. Includes a minimum of 5% discount from MSRP* [1] *Air ride passenger seat Includes a 4% minimum discount from manufacturers MSRP* [2] *Air ride passenger seat. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S170.00[1]	$590.00[2]	$101.00[3]
LEDPKG [1] 8MKX [2] 8MKX [3]	Optional equipment - specify *led light package. Includes a minimum of 5% discount from MSRP* [1] *Three batteries 2775 CCA Includes a 4% minimum discount from manufacturers MSRP* [2] *Batteries Maintenance-Free (3) 12-Volt 2775CCA Total. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S540.00[1]	$195.00[2]	$167.00[3]
15SJR [1] LEDPKG [2] LEDPKG [3]	Optional equipment - specify *100 gallon fuel tank. Includes a minimum of 5% discount from MSRP* [1] *LED lighting pkg Includes a 4% minimum discount from manufacturers MSRP* [2] *LED lighting package for cab & chassis and mounted body. Includes factory option codes 8TRS, 8WPH, and 8XGT. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S175.00[1]	$540.00[2]	$498.00[3]
15LKY [1] 15SGD [2] 15SJR [3]	Optional equipment - specify *Davco fuel water separator. Includes a minimum of 5% discount from MSRP* [1] *or 15SJR - 100 gallon fuel tank Includes a 4% minimum discount from manufacturers MSRP* [2] *Fuel Tank - 100 gallon capacity, Non-Polished Aluminum, 26" Diam.; Mounted Left Side Under Cab. Optional: 80 gallon capacity, Non-Polished Aluminum, 26" Diam.; Mounted Left Side Under Cab use order code 15SJZ - price $140.00. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S415.00[1]	$430.00[2]	$285.00[3]
29007 [1] 15LKY [2] 15LKW [3]	Optional equipment - specify *Spare tire and wheel. Includes a minimum of 5% discount from MSRP* [1] *Davco fuel water seperator Includes a 4% minimum discount from manufacturers MSRP* [2] *Fuel Water Seperator - Davco Fuel Pro 382 with Fuel Heated Fuel Heater, Thermostatic Fuel Temperature Control, Mounted In Standard Position, Includes Water-In-Fuel Light. A discount of a minimum of 6.5% of the manufacturers list prices is applied.*[3]	S950.00[1]	$480.00[2]	$363.00[3]

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60AAA [1] 29007 [2] 29007 [3]	Optional equipment - specify *Remote power module. Includes a minimum of 5% discount from MSRP* [1] *Spare tire & wheel Includes a 4% minimum discount from manufacturers MSRP* [2] *Spare Tire - includes 11R22.5 14-ply tire and wheel equal to standard. Contact dealer for price of additional sizes. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S650.00[1]	$940.00[2]	$826.00[3]
8WRB [1] 60AAA [2] 60AAA [3]	Optional equipment - specify *Headlights on with wipers. Includes a minimum of 5% discount from MSRP* [1] *Remote power module Includes a 4% minimum discount from manufacturers MSRP* [2] *Remote Power Module for upfitter interface - 6-inputs and 6-outputs with switches on dash. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S20.00[1]	$550.00[2]	$737.00[3]
8WPZ [1] 8WRB [2] 8WRP [3]	Optional equipment - specify *Test exterior lights. Includes a minimum of 5% discount from MSRP.* [1] *Head lights on with wipers Includes a 4% minimum discount from manufacturers MSRP* [2] *Headlights on with wipers - automatically. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S40.00[1]	$20.00[2]	$21.00[3]
Temp [1] TEMP [2]	Temporary tag *TEMPORARY TAG* [2]	S15.00[1]	$50.00[2]	NA
Trans [1] TRANSFERTAG [2] TRANTAG [3]	Transfer existing registration (must provide tag number) *TRANSFER EXISTING TAG* [2]	S200.00[1]	$235.00[2]	$95.00[3]
Newtag [1] NEW TAG [2] NEWTAG [3]	New state tag (specify state, county, city, sheriff, etc.) *New state tag (specify state, county , city , sheriff, etc* [2]	S350.00[1]	$295.00[2]	$325.00[3]
	Maintenance Plan - specify	NA	NA	NA
	Maintenance Plan - specify	NA	NA	NA
	Maintenance Plan - specify	NA	NA	NA
40PJW [1] 40PJW [2] 40JPZ [3]	Warranty - specify *Navistar} To 24-Month 100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission, for Rear Axle Rating of 52,000 lbs or less. Includes a minimum of 5% discount from MSRP* [1] *NAVISTAR 24 MONTH 100K MILES EXTENEDED WARRANTY COVERAGE EXCLUDES ENIGNE & TRANMISSION Includes a 4% minimum discount from manufacturers MSRP* [2] *Extended Vehicle Service Contract - 36-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S2,200.00[1]	$2,200.00[2]	$4,050.00[3]
40PJZ [1] 40PJZ [2] 40KPC [3]	Warranty - specify *Navistar} To 36-Month 150,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission, for Rear Axle Rating of 52,000 lbs or less. Includes a minimum of 5% discount from MSRP.* [1] *NAVISTAR 24 MONTH 100K MILES EXTENEDED WARRANTY COVERAGE EXCLUDES ENIGNE & TRANMISSION Includes a 4% minimum discount from manufacturers MSRP* [2] *Extended Vehicle Service Contract - 48-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S5,100.00[1]	$4,995.00[2]	$6,000.00[3]

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40PKD [1] 40PKD [2] 40KPG [3]	Warranty - specify *Navistar} To 48-Month 200,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission, for Rear Axle Rating of 52,000 lbs or less. Includes a minimum of 5% discount from MSRP .* [1] *NAVISTAR 24 MONTH 100K MILES EXTENEDED WARRANTY COVERAGE EXCLUDES ENIGNE & TRANMISSION Includes a 4% minimum discount from manufacturers MSRP* [2] *Extended Vehicle Service Contract - 60-Month/150,000 Miles (240,000 km), Excludes Extended Warranty for Engine and Transmission. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S8,300.00[1]	$8,200.00[2]	$6,750.00[3]
40MCH [1] 40MCH [2] 40MCH [3]	Diesel Warranty - specify *Navistar} To 36-Month 300,000 Miles (480,000 km), 10,800 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines. Includes a minimum of 5% discount from MSRP* [1] *Navistar} To 36-Month 300,000 Miles (480,000 km), 10,800 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines Includes a 4% minimum discount from manufacturers MSRP*[2] *Extended Engine Service Contract - 36-Month/300.000 Miles (480,000 km), 10,800 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump, Fuel Injectors, and after treatment for N13 engine. For N9, N10, or ISL engine options contact dealer for pricing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S1,700.00[1]	$1,650.00[2]	$1,838.00[3]
40MCM [1] 40MCM [2] 40MCM [3]	Diesel Warranty - specify *Navistar} To 48-Month 400,000 Miles (480,000 km), 10,800 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines . Includes a minimum of 5% discount from MSRP* [1] *Navistar} To 48-Month 400,000 Miles (640,000 km), 14,400 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines Includes a 4% minimum discount from manufacturers MSRP*[2] *Extended Engine Service Contract - 48-Month/400.000 Miles (640,000 km), 14,400 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump, Fuel Injectors, and after treatment for N13 engine. For N9, N10, or ISL engine options contact dealer for pricing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S3,400.00[1]	$3,300.00[2]	$4,125.00[3]
40MCV [1] 40MCV [2] 40MCS [3]	Diesel Warranty - specify *Navistar} To 60-Month 400,000 Miles (480,000 km), 10,800 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines. Includes a minimum of 5% discount from MSRP* [1] *Navistar} To 60-Month 400,000 Miles (640,000 km), 14,400 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines Includes a 4% minimum discount from manufacturers MSRP*[2] *Extended Engine Service Contract - 60-Month/200.000 Miles (320,000 km), 7,200 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump, Fuel Injectors, and after treatment for N13 engine. For N9, N10, or ISL engine options contact dealer for pricing. A discount of a minimum of 6.5% of the manufacturers list prices is applied.* [3]	S3,950.00[1]	$3,885.00[2]	$2,325.00[3]

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

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EXECUTIVE BRIEF

TITLE:
Change Order Authorization to the Energy Services Agreement with Siemens Industry, Inc.

SUMMARY:
The Change Order provides for an increase in the number of water meters to be replaced at a cost not to exceed $103,442.42.

BACKGROUND AND JUSTIFICATION:
The Change Order Authorization includes replacement of additional water meters in the City of Lake Worth that are now five years old or older. These meters were not previously identified in the original scope of work that was created two years ago which included all water meters older than five years would be replaced, as they were not that old yet and were only scheduled to be retrofitted. As the project has commenced, the City requested for Siemens to install these additional meters as replacements, as they were now five years old and would otherwise need to be replaced by City staff soon. The Siemens contract pricing and time required for this task to replace the meters is most beneficial to be done by Siemens rather than City staff.

The project budget included a contingency fund for items such as these that came up as the project progressed.

MOTION:
I motion to approve/disprove Change Order Authorization to the Energy Services Agreement with Siemens Industry, Inc. at a cost not to exceed $103,442.42.

ATTACHMENT(S):
Fiscal Impact Analysis
Change Order Authorization

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	$103,442.42	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	$103,442.42	0	$0	$0	$0

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

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

The funds have been identified in the Siemens Project budget in the Contingency from account 306-9040-537.69-99

Siemens							
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
306-9040-537.69-99	CIP Contingency	Siemens	$0	$773,108	$773,108	-$103,442.42	$669,665.58

C. Department Fiscal Review: _____

Brian Shields –Director
Jessica Savidge – Finance
Marie Elianor – Finance
Christy Goddeau – City Attorney
Michael Bornstein – City Manager

CHANGE ORDER AUTHORIZATION TO THE ENERGY SERVICES AGREEMENT
(Additional Scope of Work - Meters)

THIS CHANGE ORDER TO THE ENERGY SERVICES AGREEMENT ("Change Order" hereinafter) is made this _____day of _____, 2016 between the **City of Lake Worth**, Florida, a municipal corporation ("City" hereinafter), with its principle office located at 7 North Dixie Highway, Lake Worth, Florida 33460, and, Siemens Industry, Inc., Building Technologies Division, whose mailing address is 3021 N. Commerce Parkway, Miramar, FL 33025 ("Siemens" hereinafter).

WHEREAS, on September 15, 2015, the City and Siemens entered into an Energy Services Agreement for the Siemens to provide certain energy saving measures to the City ("Agreement" hereafter);

WHEREAS, the City has requested additional work from the Siemens and the Siemens has provided a proposal for said additional work; and,

WHEREAS, the City and Siemens desire to amend the Agreement to include the additional work through this Change Order.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Siemens agree to amend the Agreement as follows:

1: AMENDMENT TO AGREEMENT. The Agreement's Scope of Work is amended as follows:

a. Siemens scope of work is amended to include that additional work as described in Amendment No. 5 to the Agreement which amendment is attached hereto and incorporated herein as Exhibit A.

b. The City agrees to pay the Siemens for said additional work in accordance with Article 9.2 of the Agreement and consistent with the detailed pricing set forth in Exhibit "A". There is no change in the Contract Schedule by this Change Order.

2: RELEASE OF CLAIMS. Except as otherwise identified in a prior written claim, approved contingency fund amendment or prior written notice to the City, Siemens releases the City from any and all claims, damages and requests for equitable adjustment attributable to such facts or circumstances giving rise to the work defined in Exhibit A.

3: ENTIRETY OF AGREEMENT. The City and the Siemens agree that the Agreement including this Change Order and any approved contingency fund amendments set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Change Order may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4: LEGAL EFFECT. This Change Order shall not become binding and effective until approved by the City Commission and executed.

5: COUNTERPARTS. This Change Order may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Change Order.

6: AMENDMENT. Except for the provisions of the Agreement specifically modified by this Change Order, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have made and executed this Change Order on the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Mayor Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

CJS For
Glen J. Torcivia, City Attorney

SIEMENS INDUSTRY INC.

By: _____
Print Name: Dana Soukup
Print Title: Sr. Vice President Operations, BT Americas

By: _____
Print Name: Peter Kamps
Print Title: Vice President Finance & Business Administration

Approved By Legal

STATE OF ILLINOIS)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 11 day of November, 2016 by Dana Soukup and Peter Kamps, as Sr. VP Field Operations and VP FBA respectively of Siemens Industry, Inc., a corporation authorized to do business in the State of Florida, and who are personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: PAULA CAVAR
My commission expires: 1-24-2020

OFFICIAL SEAL
PAULA CAVAR
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jan 24, 2020

EXHIBIT "A"

SIEMENS' SCOPE OF WORK

Amendment No. 5 to the City of Lake Worth Energy Services Agreement

THIS AMENDMENT No. 5 ("Amendment") is made this day of October, 2016, by and between Siemens Industry, Inc., through its Building Technologies Division (f/k/a Siemens Building Technologies, Inc.)("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Energy Services Agreement dated September 15, 2015, SIEMENS Job No 44OP-151287, between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

PROJECT:
City of Lake Worth Florida - Energy Services Agreement

CLIENT: City of Lake Worth, Florida **7 N Dixie Highway** **Lake Worth, Florida 33460** **DESIGNATED REPRESENTATIVE:** **John Borsch, Electric Utility Director** Phone: 561-586-1670, Fax:	**SIEMENS: Siemens Industry, Inc.** **1000 Deerfield Parkway** **Buffalo Grove IL 60089** Local office at: 4122 Metric Drive, Suite 100 Winter Park, Florida 32792 **DESIGNATED REPRESENTATIVE:** **Lawrence Harrison, Project Manager** Phone: 407-491-8278, Fax:

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof.

2. The Parties agree to modify the Agreement as follows:

Consistent with Exhibit D of the subject Energy Services Agreement, a $1,087,111.00 contingency has been created to address any and all deviations and added scope for all Facility Improvement Measures (FIM) in the project.

Associated with the Advanced Metering Infrastructure (FIM), the following change of scope involves a deviation relating to the "Meter/Retrofit Quantities and Types" as shown in the **ORIGINAL** Table A.3 of Exhibit A – Scope of Work and the **REVISED** Table A.3

TABLE A.3 - METER QUANTITIES AND TYPES **(ORIGINAL SCOPE)**

Size	Type	Qty
5/8" x 3/4"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	8030
5/8" x 3/4"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	3468
1"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	917
1"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	493
1.5"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	245
1.5"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	114
2"	Badger E-Series Meter Installation with Itron/Tantalus Endpoint	213
2"	Badger PD Meter Retrofit with New Register & Itron/Tantalus Endpoint	92
3"	Badger Turbine Meter Retrofit with New Register & Itron/Tantalus Endpoint	9
3"	Badger Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	8
4"	Badger Turbine Meter Retrofit with New Register & Itron/Tantalus Endpoint	4
4"	Badger Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	4
4"	Badger Compound Meter Installation with Itron/Tantalus Endpoint	1
4"	Badger FS Compound Meter Installation with Itron/Tantalus Endpoint	1

Size	Type	Qty
4"	Badger FS Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	1
6"	Badger Turbine Meter Retrofit with New Register & Itron/Tantalus Endpoint	3
6"	Badger Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	2
6"	Badger FS Compound Meter Installation with Itron/Tantalus Endpoint	1
6"	Badger FS Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	3
10"	Badger FS Compound Meter Retrofit with New Registers & Itron/Tantalus Endpoint	1
2S	Itron Electric Meter Install (s-base socket only)	22938
FM20 & 200 AMP	Itron Electric Meter Install Sentinel FM 20 & 200 Amp	3444

TABLE A.3 - METER QUANTITIES AND TYPES **(REVISED SCOPE)**

Size	Type	Database QTY	Contract Scope
5/8" X 3/4"	Badger E-Series Meter Installation	8882	8030
5/8" X 3/4"	Badger PD Meter Retrofit	2624	3468
1"	Badger E-Series Meter Installation	1074	917
1"	Badger PD Meter Retrofit	292	493
1.5"	Badger E-Series Meter Installation	280	245
1.5"	Badger PD Meter Retrofit	78	114
2"	Badger E-Series Meter Installation	248	213
2"	Badger PD Meter Retrofit	64	92
3"	Badger Turbine Meter Retrofit	0	9
3"	Badger Turbine Meter Installation	9	0
3"	Badger Compound Meter Retrofit	0	8
3"	Badger Compound Meter Installation	8	0
4"	Badger Turbine Meter Retrofit	0	4
4"	Badger Turbine Meter Installation	4	0
4"	Badger Compound Meter Retrofit	0	4
4"	Badger Compound Meter Installation	5	1
4"	Badger FS Compound Meter Installation	2	1
4"	Badger FS Compound Meter Retrofit	0	1
6"	Badger Turbine Meter Retrofit	0	3
6"	Badger Turbine Meter Installation	3	0
6"	Badger Compound Meter Retrofit	0	2
6"	Badger Compound Meter Installation	2	0
6"	Badger FS Compound Meter Installation	4	1
6"	Badger FS Compound Meter Retrofit	0	3
8"	Badger FS Compound Meter Installation	1	0
10"	Badger FS Compound Meter Retrofit	0	1
10"	Badger FS Compound Meter Installation	1	0
Any	Lid Retrofit & Commission	189	0
ELECTRIC	Itron Electric Meter Install (s-base socket only)	26867	26382
Totals		40637	39992

Cost to make the change is consistent with Article 9.2 in the Energy Services Agreement. Article 9.2 requires the cost to be "Actual" costs plus 15% for Siemens overhead and profit. Backup documentation outlining those actual costs have been associated with this Amendment as Exhibit A, Contingency Authorization Form, and Exhibit B, Subcontractor quote to perform services.

Actual Cost:	**$91,016.44**
Siemens Markup:	**$13,652.47**
Total:	**$104,668.91**

The change associated with this Amendment will not alter the current savings guarantee in place per contract.

Except as otherwise identified in a prior written claim, approved contingency fund amendment or prior written notice to the City, Siemens releases the City from any and all claims, damages and requests for equitable adjustment attributable to such facts or circumstances giving rise to the work defined in Exhibit A.

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

CLIENT:	City of Lake Worth, Florida	**SIEMENS:**	**Siemens Industry, Inc.**
Signature:	_____	Signature:	_____
Printed Name:	Mayor Pam Triolo	Printed Name:	**Dana Soukup**
Title:	Mayor	Title:	**Sr. Vice President Operations, BT Americas**

TITLE: **Angie Hernandez**
DATE: **Director** 10/12/16
Field Planning & Controlling
Approved By Legal

Digitally signed by Bouchard, Marc
DN: serialNumber=Z003995K, givenName=Marc, sn=Bouchard, o=Siemens, cn=Bouchard Marc
Date: 2016.10.11 12:51:15 -05'00'

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

EXECUTIVE BRIEF

TITLE:
Task Order No. 41 with Mock Roos & Associates, Inc. for construction phase engineering services for the Water Treatment Plant chlorine system improvements project

SUMMARY:
The Task Order provides for engineering services which include reviewing submittals, onsite inspections, reviewing pay requests, and approval by the Engineer of Record at a cost of $41,210.

BACKGROUND AND JUSTIFICATION:
The City Water Utility Department identified the need to add an additional threemetering chlorine pump skid and one additional application point on the discharge of the east clearwell athe Water Treatment Plant. The project also includes upgrades to the SCADA control system for the additional pump skid.

The City of Lake Worth Utilities department solicited bids from contractors for this project construction, under Bid IFB-16-127. Three bids were received. Intercounty Engineering, Inc. is the recommended contractor to construct this project and is included as a separate agenda item.

MOTION:
I move to approve/disapprove Task Order No. 41with Mock Roos & Associates, Inc., in the amount of $41,210.

ATTACHMENT(S):
Fiscal Impact Analysis
Task Order 41

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	$41,210	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	$41,210	0	$0	$0	$0

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

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

The funds have been identified in the FY2017 Capital Improvement Plan budget from account 402-7022-533.63-00

Utilities/Water Treatment						
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	Water Treatment	WT 1609	$1,876,500	$1,599,994.28	-$41,210	$1,558,784.28

C. Department Fiscal Review: _____

Brian Shields –Director
Jessica Savidge – Finance
Marie Elianor – Finance
Christy Goddeau – City Attorney
Michael Bornstein – City Manager

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

November 2, 2016

Ms. Julie Parham, P.E.
Lake Worth Utilities
301 College Street
Lake Worth, FL 33460

Ref. No.: B5038.01
Subject: Water Treatment Plant Chlorine System Improvements
Task Order No. 041

Dear Julie:

We are submitting the attached *Proposal To Provide Bid and Construction Phase Engineering Services for the Water Treatment Plant Chlorine System Improvements.* 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 $41,210.

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

L:lwu:mk:B5038.01:ls02jlcm

Proposal To Provide Bid and Construction Phase Engineering Services For the Water Treatment Plant Chlorine System Improvements Task Order No. 041

Services to be provided by: Mock•Roos

Services provided to (City): City of Lake Worth

Proposal Date: November 2, 2016

Proposal Terms

A. Project Description:

The City desires to make improvements to the chlorination system at the water treatment plant.

Mock•Roos will provide engineering services as more specifically described under **B. Scope of Services** below.

B. Scope of Services:

1. Assist the City with bidding and award phase services including:

   a. Prepare the City's bid advertisement to be placed in *The Palm Beach Post*. Furnish electronic PDF copies of the Project Manual and Construction Drawings to the City's Purchasing Office for posting online. Bidding documents are to be obtained from the Demand Star website (Mock•Roos will not sell bidding documents.)

   b. Respond to questions from the prospective bidders during the bid period and issue appropriate addendums, if any.

   c. Prepare for and attend a prebid meeting for prospective bidders and conduct a tour of existing water treatment plant facilities. Prepare a written response to bidder questions as appropriate.

   d. Assist the City with publicly opening the bids, prepare a bid tabulation, review the bidder's qualifications, and provide the City with a "Recommendation of Award" based on bids received.

   e. Prepare the construction contracts and coordinate with the Contractor for execution of the contracts.

   f. Coordinate with the City and Bidder to assist in awarding the construction contract.

2. Assist the City with Construction Phase Services as described below. The construction phase services budget contained herein includes providing services that run concurrent with the initial construction contract time (six months) including one month for Project wrap-up coordination.

a. 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.

b. Coordinate, schedule and attend a preconstruction meeting with the Contractor, City and Subconsultants, prepare a detailed agenda for the preconstruction meeting, and prepare and distribute meeting minutes.

c. 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.

d. 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 10 hours per week for the active construction period estimated at 6 weeks. These duties will be shared with Utilities Staff as has been typical on past projects.

e. Provide periodic site visits by the Engineer to observe the progress of the Work.

f. 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.

g. 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.

h. 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.

i. Attend periodic construction meetings with the Contractor, City, and Subconsultants, to discuss the progress of the Work, review the Contractor's proposed construction schedules, and discuss other items as may be appropriate.

j. Coordinate the scheduling and attend equipment startup, review startup reports, and provide follow-up coordination as necessary.

k. Perform one "Substantial Completion Walkthrough" with the Contractor, City and Subconsultants.

l Prepare and distribute a punch-list of remaining work items to be completed following the "Substantial Completion Walkthrough".

m. Prepare and assist the City in the execution of a Substantial Completion Certificate as appropriate.

n. Perform one "Final Project Walkthrough" with the Contractor, City and Subconsultants 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.

o. Review Contractor submitted Record Drawings for conformance with the requirements of the Contract Documents. Provide an electronic copy of the drawing files in AutoCAD "DWG" format and in PDF format.

p. Prepare and submit one completion statement to the Health Department. Coordinate with the Health Department as necessary.

q. Receive and review Contractor submitted Operation and Maintenance Manuals and forward copies to the City.

r. 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.

s. Provide and coordinate the services of an electrical subconsultant to review their respective portions of the project.

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 the City will be considered Additional Services.

3. Additional Services can be provided upon Mock•Roos receiving signed authorization from the City.

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 $41,210.

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 serves as a supplement to the General Agreement between Mock•Roos and the City, Contract No. RFQ 12-13-302.

3. 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 _____, 2016.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

_____
Date

Approved as to form and legal sufficiency:

By: _____ FOR
Christy Goddeau
City Attorney

MOCK, ROOS & ASSOCIATES, INC.

By: _____
Garry G. Gruber, P.E.
Senior Vice President

11/2/16
Date

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of November, 2016, by Garry G. Gruber, P.E., Senior 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.

JANE E. HAYES
Commission # FF 040421
Expires August 15, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public: Jane E. Hayes

Print Name: Jane E. Hayes

L:lwu:mk:B5038.01:ls02jlcm

Water Treatment Plant Chlorination System Improvements
for
City of Lake Worth
Estimate of Engineering Fees for Bid Phase Services

TASK	*Project Manager*	*Project Engr. III*	*CADD Draft*	*Admin. Assist.*	*TOTAL*
II. Bid Phase Services					
Bid Advertisement & Submit PDF Files	2	2		2	720
Answer Questions/Prepare Addendums	4	4		2	1,320
Pre-Bid Meeting & Minutes	4	4		2	1,320
Bid Opening & Recommendation	4	4		2	1,320
Prepare Contracts & Coord. Award	2	4		2	990
Provide Follow-up Coord.	2	2		2	720
Subtotal	18	20	0	12	6,390
Total Hours	18	20	0	12	6,390
Hourly Rate	165	135	85	60	
Total By Staff Category	2,970	2,700	0	720	
Total Hourly Cost					6,390
Reimbursable Expenses					300
TOTAL BUDGET					**$6,690**

WTP Chlorination System Improvements
for
City of Lake Worth
Estimate of Construction Phase Engineering Fees

TASK	Sr.Project Manager	Project Engr. III	Sr. Field Rep	CADD Tech	Admin. Assist.	TOTAL
2. Construction Phase Services						
A. Pre-Construction Activities						
Initial Project Coord.	1				1	225
Pre-construction Meeting & Minutes	1	3	2		2	920
Processing Shop Drawings	6	16			2	3,270
Coord. w/Contractor & Client	2	2			1	660
Subtotal	10	21	2	0	6	5,075
B. Construction Activities						
Construction Services Admin.	4				2	780
Field Observation & Supervision	4	6	60		4	8,610
Review Payment Applications	2	4	8		4	2,030
Resolve Field & Technical Quest.	4	4			2	1,320
Assistance with Minor Changes	2	4			2	990
Construction Progress Meetings	3	6	6		4	2,235
Field Start-up Assistance	2					330
Substantial Completion Walk-Through & Follow-up Coord.	2	2	2		1	890
Final Completion Observation	1	2	2		1	725
Health Department Releases	1	3			2	690
Coord. O&M Manuals	1	2			1	495
Coord. w/Subconsultants	2				2	450
Coord. w/Contractor & Client	2	2			3	780
Subtotal	30	35	78	0	28	20,325
C. Post-Construction Activities						
Resolve Punch List Items		1	4		1	655
Prepare Final Change Order	1	3			2	690
Process Final Paperwork	2	4			2	990
Review AutoCAD Record Drawings	1	2	2	4	1	1,065
Coordination w/Contractor & Client	2	2			2	720
Subtotal	6	12	6	4	8	4,120
Total Hours	46	68	86	4	42	29,520
Hourly Rate	165	135	115	85	60	
Total By Category	7,590	9,180	9,890	340	2,520	
Total Hourly Cost						29,520
Electrical Subconsultant						4,500
Reimbursable Expenses						500
TOTAL BUDGET						**$34,520**

Note that the Field Representative time is based on an average of 10 hours per week for the active construction period estimated at 6 weeks.

Mock, Roos and Associates, Inc.

L:\mk\B5038.01\WTP CPS.xlsx

October 2016

Smith Engineering
Consultants, Inc.

September 21, 2016

Mr. John R. Leemon, P. E.
Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

Re: Lake Worth Utilities, Water Treatment Plant- Chlorination System Improvements
Electrical Engineering Services Proposal

Dear John:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above referenced project. We propose to provide the following scope of services:

1. Attend the pre-construction meeting.
2. Review electrical equipment shop drawings.
3. Respond to contractor requests for information (RFI's) and review change order requests.
4. Attend up to two (2) construction meetings or site visits.
5. Attend the start-up of electrical/instrumentation systems.
6. Perform substantial completion and final inspections and prepare punch lists.
7. Review operation and maintenance manuals.
8. Prepare record drawings based upon contractor "as-built" drawings.

Our lump sum fee to provide the services described above is $4,500. Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to our continued working relationship with you on this project.

Sincerely,

Larry M. Smith, P. E.
President

2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, FL 33409
(561) 616-3911 Fax (561) 616-3912

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

EXECUTIVE BRIEF

TITLE:
Agreement with Intercounty Engineering, Inc. for the Water Treatment Plant Chlorine System Improvements Project

SUMMARY:
The Agreement authorizes construction of Water Treatment Plant Chlorine System Improvements in the amount of $249,020.00.

BACKGROUND AND JUSTIFICATION:
The City Water Utility Department identified the need to add an additional three metering chlorine pump skid and one additional application point on the discharge of the east clearwell at the Water Treatment Plant. The project also includes upgrades to the SCADA control system for the additional pump skid.

The City of Lake Worth Utilities department solicited bids from contractors for this project construction, under Bid IFB-16-127. Three bids were received. The lowest bid for the sum of $249,020 was from Intercounty Engineering, Inc. Mock Roos & Associates, Inc. are recommending award of the Bid to Intercounty Engineering, Inc. as the lowest responsible, responsive bidder.

MOTION:
I move to approve/disapprove an agreement with Intercounty Engineering, Inc. in the amount of $249,020.00.

ATTACHMENT(S):
Fiscal Impact Analysis
Agreement
Bid Recommendation

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	$249,020	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	$249,020	0	$0	$0	$0

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

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

The funds have been identified in the FY2017 Capital Improvement Plan budget from account 402-7022-533.63-00

Utilities/Water Treatment						
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.63-00	Water Treatment	WT 1609	$1,876,500	$1,849,014.28	-$249,020	$1,599,994.28

C. Department Fiscal Review: _____

Brian Shields –Director
Jessica Savidge – Finance
Marie Elianor – Finance
Christy Goddeau – City Attorney
Michael Bornstein – City Manager

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 _____Intercounty Engineering, Inc._____(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish and install Chlorination System Improvements.

ARTICLE 2. ENGINEER

The Project has been designed by Mock, Roos & Associates, Inc., 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 150 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 180 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 the Contract Documents. 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.**

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

ARTICLE 4. CONTRACT PRICE.

4.1 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:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICES Two Hundred Forty Nine Thousand, Twenty and 00/100 Dollars ($249,020.00)
(use words) (figures)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered A-1 to C4.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.1 PROGRESS PAYMENTS. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in 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 elsewhere in the Contract Documents.

5.1.1 Prior to Substantial Completion, the total of 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 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 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 the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 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 15.06.

ARTICLE 6. INTEREST.

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 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 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 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 adjacent 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.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

7.10 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.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

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 _10__ pages.

8.2 Exhibits to this Agreement identified as:

a. The Project Manual (pages _1___ to _202___, inclusive);
b. Contractor's Bid (pages _00300-1___ to 00300-11___, inclusive);
c. Permits (pages ____ to ____, inclusive);
d. Other: _____

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 _65____ pages.

8.6 Supplementary Conditions consisting of ___6__ pages.

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

8.8 Specifications consisting of _59____ pages.

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

8.10 Addenda numbers _____ to _____, inclusive.

8.11 Contractor's Bid consisting of ___11__ pages.

8.12 Documentation submitted by Contractor prior to Notice of Award.

8.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to 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 Any other document attached hereto or incorporated herein by the Owner.

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 the General Conditions.

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications/Drawings/Plans
8. Bid Documents

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

ARTICLE 9. MISCELLANEOUS.

9.1 *Terms*. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment*. Unless expressly agreed to elsewhere in the Contract documents, 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 *Successors and assigns*. 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 *Severability*. 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 *Public entity crimes*. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not 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 *Inspector General*. In accordance with Palm Beach County ordinance number 2011-009, the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

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

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

9.9 *Independent Contractor.* 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 *Access and audits.* The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least five (5) years after final payment is made. The Owner shall have access to such books, records, and documents as required 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 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

a) Keep and maintain public records required by the Owner to perform the service.

b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.

d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR DANDREA@LAKEWORTH.ORG OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FL 33460.

9.13 *Enforcement costs.* If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

9.14 *Binding authority.* Contractor's representative below has full power, authority and legal right to execute and deliver these Contract Documents and perform all of its obligations under the Contract Documents. By signing the Contract Documents, the representative hereby represents to the Owner that he/she has the authority and full legal power to execute the Contract Documents and any and all documents necessary to effectuate and implement the terms of the Contract Documents on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the Contract Documents.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTHWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST OWNER BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance, be it reasonable or unreasonable, foreseeable or avoidable or unavoidable. Contractor

shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and the extent specifically provided herein.

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:

CJ A FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: Intercounty Engineering Inc

By: _____

Print Name: MAURICE A. HYNES

Title: PRESIDENT

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by MAURICE A. HYNES, as PRESIDENT of Intercounty Engineering Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

SHELLEY MCDOUGLE
MY COMMISSION # FF910447
EXPIRES November 21, 2019
(407) 398-0153 FloridaNotaryService.com

Notary Public:

_____

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

November 2, 2016

Julie Parham, P.E.
Lake Worth Utilities
301 College Street
Lake Worth, FL 33460

Ref. No.: B5015.02
Subject: Lake Worth WTP Chlorination System Improvements
Lake Worth Project No. WT 1609 – IFB No. 16-127

Dear Julie:

On October 26, 2016 bids were received for the construction work on this project. The bids ranged from $249,020 to $273,000. Enclosed is a bid tabulation summary for your use in reviewing and comparing the bids. The low bid was received from Intercounty Engineering, Inc. in the amount of $249,020.

Intercounty Engineering, Inc. has completed at least one past project for the City were Mock•Roos served as the engineer. In addition we are aware of other area projects that the Contractor has completed. Based on this past project performance the Contractor has the capability to complete the current project. We have discussed the bid with the Contractor, and the Contractor has indicated that his bid is complete and that the project can be completed for the bid amount. Based on the above discussions, we recommend award of this contract to Intercounty Engineering, Inc.

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

We recommend that you establish the following budgets for this project:

Construction Contract	$249,020
Engineering Services during Construction Phase	$41,210
Total Construction Phase Budget	$290,230

In addition to the bid tabulation, enclosed is a copy of the low bidder's bid submittal.

I:\lwu_\lwu_wtpc\b5038.00\br01jlcm.docx

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

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

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

JRL:cbm
Enclosure
Copies: Hirut Darge (w/encl)
Tim Sloan (w/encl)

Bid Tabulation: WTP Chlorination System Improvements, IFB #16-127
City of Lake Worth Project No. WT 1609

Bid Date: October 26, 2016

Item	Description	Qty	Unit	Intercounty Engineering Amount	Florida Drilling Amount	Florida Design Amount
A.	**General**					
1.	Mobilization	1	LS	$660.00	$20,000.00	$12,000.00
2.	Bonds and Insurance	1	LS	7,490.00	6,000.00	5,000.00
3.	Permit Fees	1	LS	6,500.00	1,000.00	6,000.00
4.	Video Inspection of Site	1	LS	600.00	750.00	1,000.00
5.	Record Drawings	1	LS	3,000.00	1,000.00	1,000.00
6.	General Allowance	1	LS	25,000.00	25,000.00	25,000.00
		Subtotal A		**$43,250.00**	**$53,750.00**	**$50,000.00**
B.	**Water Treatment Plant Improvements**					
1.	Triplex Metering Pump Skid	1	LS	$74,800.00	$92,000.00	$78,000.00
2.	Reverse Osmosis Post Chlorination Pump	1	LS	20,900.00	25,000.00	24,000.00
3.	Piping and Valves	1	LS	24,000.00	10,000.00	27,000.00
4.	Painting and Misc.	1	LS	4,300.00	10,000.00	9,000.00
		Subtotal B		**$124,000.00**	**$137,000.00**	**$138,000.00**
C.	**Electrical & Instrumentation**					
1.	Control Panel	1	LS	$7,120.00	$45,000.00	$8,000.00
2.	Electrical Conduit, Wire, & Boxes	1	LS	10,800.00	12,000.00	20,000.00
3.	Instrumentation	1	LS	14,850.00	15,000.00	12,000.00
4.	SCADA System Programming	1	LS	49,000.00	4,000.00	45,000.00
		Subtotal C		**$81,770.00**	**$76,000.00**	**$85,000.00**
	Total Bid (Items A thru C)			**$249,020.00**	**$266,750.00**	**$273,000.00**

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities, Electric Utilities, & Public Services

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EXECUTIVE BRIEF

TITLE:
Agreement with Unifirst Corporation for uniform and uniform related services for City employees

SUMMARY:
The Agreement provides for uniforms and uniform-related products and services to the City at a cost not to exceed $63,618.

BACKGROUND AND JUSTIFICATION:
The City is seeking authorization to piggy-back off the National Joint Powers Alliance (NJPA) RFP contract #062415 awarded on August 18, 2015 to NJPA effective for four years. The contract was awarded for Unifirst's competitive line item pricing in its responsive proposal for uniforms and uniform-related products and services. The NJPA is acting as the lead agency for this solicitation for shared interest of local municipalities. The City has utilized the NJPA contract for Uniforms and Uniform Related Products and Services in the past with favorable results.

MOTION:
I move to approve/disapprove the agreement with Unifirst Corporation at a cost not to exceed $63,618.

Attachments
1) Fiscal Analysis
2) Request For Proposal
3) Contract Award
4) Certificate of Liability Insurance
5) Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	$63,618.00	$63,618.00	$63,618.00	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-Kind Match	0	0	0	0	0
Net Fiscal Impact	$63,618.00	$63,618.00	$63,618.00	0	0

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

B. Recommended Source of Funds/Summary of Fiscal Impact

The funds have been identified inthe 2017 Operating budget.

Water Utilities							
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-40	Uniforms	N/A	$10,250.00	N/A	$10,250.00	-$8,000.00	$2,250.00
402-7034-533.52-40	Uniforms	N/A	$8,000.00	N/A	$8,000.00	-$8,000.00	$0.00
403-7221-535.52-40	Uniforms	N/A	$5,500.00	N/A	$5,500.00	-$5,500.00	$0.00
403-7231-535.52-40	Uniforms	N/A	$4,000.00	N/A	$4,000.00	-$4,000.00	$0.00

Electric Utilities							
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-52.40	Uniforms	N/A	$6,500.00	N/A	$6,500.00	-$6,500.00	$0.00
401-6031-531-52.90	Other	N/A	$35,600.00	N/A	$35,404.04	-$7,000.00	$28,404.04
401-6035-531-52.40	Uniforms	N/A	$7,500.00	N/A	$7,500.00	-$500.00	$7,000.00

Public Services							
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
001-5040-519-52.40	Uniforms	N/A	$6,500.00	N/A	$6,500.00	-$6,500.00	$0.00
001-5050-519-52.40	Uniforms	N/A	$1,240.00	N/A	$1,240.00	-$1,240.00	$0.00
001-5062-519-52.40	Uniforms	N/A	$2,500.00	N/A	$2,500.00	-$2,500.00	$0.00
408-5090-538-52.40	Uniforms	N/A	$1,300.00	N/A	$1,300.00	-$1,300.00	$0.00
410-5081-534-52.40	Uniforms	N/A	$2,526.00	N/A	$2,526.00	-$2,526.00	$0.00
410-5082-534-52.40	Uniforms	N/A	$2,526.00	N/A	$2,526.00	-$2,526.00	$0.00
410-5083-534-52.40	Uniforms	N/A	$2,526.00	N/A	$2,526.00	-$2,526.00	$0.00
530-5070-549-52.40	Uniforms	N/A	$5,000.00	N/A	$5,000.00	-$5,000.00	$0.00

C. Fiscal Review:

Brian Shields - Director
Jessica Savidge - Finance
Marie Elianor – Finance
Christy Goddeau – Legal
Michael Bornstein – City Manager

National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

RFP Opening

JUNE 25, 2015
8:00 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #062415

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 062415 UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES. Details of this RFP are available beginning MAY 15, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until JUNE 24, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 25, 2015 at 8:00 a.m. Central Time.

RFP Timeline

MAY 15, 2015	**Publication of RFP in the print and online version of the *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
JUNE 9, 2015 10:00 a.m. Central Time	**Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).**
JUNE 17, 2015	**Deadline for RFP questions.**
JUNE 24, 2015 4:30 p.m. Central Time	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
JUNE 25, 2015 8:00 a.m. Central Time	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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1 DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board**: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by the NJPA Board of Directors:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 Rental uniforms, direct-purchase uniforms, and related products and services.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation should NOT be construed to include athletic uniforms. Responses should not include more than an incidental portion of mats, mops, cleaning supplies, or similar related items.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition,

Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening"**, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of

Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This

requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to

be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity ($1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

6.6.1 received prior to the deadline for submission or it will be returned unopened;

6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;

6.6.3 pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;

6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;

6.6.5 an electronic copy (CD or flash drive) of the entire response; and

6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

6.8.1 Company Information & Financial Strength

6.8.2 Industry Requirements & Marketplace Success

6.8.3 Ability to Sell & Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value Added Attributes

6.8.7 Payment Terms & Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit

cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements ***must*** be identified on ***Attachment C.*** Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor ***must*** provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, $1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of $1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being

proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Not withstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's

liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose

pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal–agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

1) Why did you respond to this RFP?
2) What are your company's expectations in the event of an award?
3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
4) Demonstrate your financial strength and stability.
5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
6) Provide a brief history of your company that includes your company's core values and business philosophy.
7) How long has your company been in the UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES industry?
8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
   a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
   b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
   c) Are these individuals your employees, or the employees of a third party?
   d) If applicable, is the Dealer Network independent or company owned?
9) Please provide your bond rating, and/or a credit reference from your bank.
10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
12) Provide all "Suspension or Disbarment" information as defined and required herein.
13) In addition to the $1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

15) List and document recent industry awards and recognition.
16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
34) Do you view your products/equipment applicable to an E-procurement ordering process?
____ Yes ____ No
    a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.
37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
38) Identify any GSA Contracts held or utilized by the Proposer.

39) What is the annual combined dollar sales volume for each of these contracts?
40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
41) How would you leverage an NJPA awarded contract in your sales process?
42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
44) Is this training standard as a part of a purchase or optional?
45) Describe current technological advances your proposed equipment/products and related services offer.
46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS AND SOLUTIONS REQUEST

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP 062415 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

In compliance with the Request for Proposal (RFP) for UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____ _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 062415 # _____

_____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number 062415 #**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number 062415 #**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number 062415 #**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and

2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and

3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and

4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and

5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and

6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and

7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and

8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and

11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.

12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.

13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

|The rest of this page has been left intentionally blank. Signature page below|

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

_____
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its _____

_____ Its _____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)
2) Identify any applicable leasing or other financing options as defined herein.
3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
    a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
4) Do you accept the P-card procurement and payment process?

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
6) Do all warranties cover all products/equipment parts and labor?
7) Do warranties impose usage limit restrictions?
8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
9) Please list any other limitations or circumstances that would not be covered under your warranty.
10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
16) Describe your NJPA customer volume rebate programs, as applicable.
17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
Prices offered in this proposal are:

_____a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.

_____b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

_____d. Other; please describe.

20) Do you offer quantity or volume discounts?
_____ YES _____ NO Outline guidelines and program.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry-Specific Items

24) Explain the differences and unique advantages between your products and those of your closest competitors. Give specific examples that demonstrate product longevity or wear-resistance.

25) If applicable, please outline how your direct buy, rental, or leasing solutions complement the value of your program and offerings.

26) Discuss any unique advantages that your offering delivers in terms of efficiency, ease of shipping, and flexibility.

27) What other unique features (i.e., ones that are not offered by your competitors) of your company or its services would benefit NJPA members?

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND**: **PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Equipment/ Products /Services

☐ Deleting/Discontinuing Equipment/Products/Services

☐ Price Increase

☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes ☐ No

Section 5. Signatures

Vendor Authorized Signature _____ Date _____

Print Name and Title of Authorized Signer _____

NJPA Executive Director Signature _____ Date _____

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Contract Award
RFP 062415 #

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES

In compliance with the Request for Proposal (RFP) for UNIFORMS AND UNIFORM-RELATED PRODUCTS AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: UniFirst Corporation Date: June 19, 2015

Company Address: 68 Jonspin Road

City: Wilmington State: MA Zip: 01887

Contact Person: Kurt Nussle Title: National Account Executive

Authorized Signature (ink only): _____ Michael E. Ruttner
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 062415 UNIFORMS AND UNIFORM-REALTED PRODUCTS AND SERVICES

UniFirst Corporation
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be August 18th, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ Dr. Chad Coauette
NJPA Executive Director (Name printed or typed)

Awarded this 18th day of August, 20 15 **NJPA Contract Number** 062415-UFC

NJPA Authorized signature: _____ Scott Vernon
NJPA Board Member (Name printed or typed)

Executed this 18th day of August, 20 15 **NJPA Contract Number** 062415-UFC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name UNIFIRST CORP

Vendor Authorized signature: _____ David M Kahl
(Name printed or typed)

Title: SVP Sales & Marketing

Executed this 19th day of August, 20 15 **NJPA Contract Number** 062415-UFC

UNIFCOR-01 POOJARYNA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/25/2016

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

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

PRODUCER
Willis of Massachusetts, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Company of North America	43575
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887-1086

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	HDOG27858752	10/01/2016	10/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO	X	X	ISAH09051284	10/01/2016	10/01/2017	BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N / A	X	WLRC49104261 (AOS)	10/01/2016	10/01/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Work Comp & Emp Liab		X	WLRC4910425A (AZ, CA)	10/01/2016	10/01/2017	See Attached	

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

Division/Location: 919.
Certificate Holder is an Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company waives its right of subrogation against the Additional Insured which may arise by reason of a payment of claim under all the policies, if required by written contract and as permitted by law.

Additional Insured: City of Lake Worth.

CERTIFICATE HOLDER

City of Lake Worth
Attn: Kari Hansen
7 North Dixie Highway
Lake Worth, FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Workers Compensation and Employers Liability **CARRIER: ACE American Insurance Company** **POLICY TERM: 10/01/2016 - 10/01/2017** **POLICY NUMBER: WLRC4910425A (AZ, CA)**	**Per Statute** **$1,000,000 E.L. Each Accident** **$1,000,000 E.L. Disease - Policy Limit** **$1,000,000 E.L. Disease - Each Employee**
POLICY TYPE: Workers Compensation and Employers Liability **CARRIER: ACE American Insurance Company** **POLICY TERM: 10/01/2016 - 10/01/2017** **POLICY NUMBER: WCUC49104248 (MA, ME, OH)**	**Per Statute** **$1,000,000 E.L. Each Accident** **$1,000,000 E.L. Disease - Policy Limit** **$1,000,000 E.L. Disease - Each Employee**
POLICY TYPE: Workers Compensation and Employers Liability **CARRIER: Agri General Insurance Company** **POLICY TERM: 10/01/2016 - 10/01/2017** **POLICY NUMBER: WLRC49104273 (TN)**	**Per Statute** **$1,000,000 E.L. Each Accident** **$1,000,000 E.L. Disease - Policy Limit** **$1,000,000 E.L. Disease - Each Employee**
POLICY TYPE: Workers Compensation and Employers Liability **CARRIER: ACE Fire Underwriters Insurance Company** **POLICY TERM: 10/01/2016 - 10/01/2017** **POLICY NUMBER: SCFC49104285 (WI)**	**Per Statute** **$1,000,000 E.L. Each Accident** **$1,000,000 E.L. Disease - Policy Limit** **$1,000,000 E.L. Disease - Each Employee**

AGREEMENT FOR UNIFORMS AND UNIFORM-RELATED SERVICES

THIS AGREEMENT ("Agreement" hereafter) is made as of the _____ day of _____, 2016, by and between the **City of Lake Worth**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY" hereafter), and **Unifirst Corporation**, a foreign corporation authorized to do business in the State of Florida ("UNIFIRST" hereafter).

RECITALS

WHEREAS, the CITY is in need of uniform and uniform related services for certain CITY employees; and,

WHEREAS, in May 2015, the National Joint Powers Alliance®, a public agency serving as a national municipal cooperative contracting agency, ("NJPA") solicited competitive proposals for uniforms and uniform-related products and services ("RFP #062415"); and

WHEREAS, on June 19, 2015, the NJPA awarded RFP #062415 to UNIFIRST based on UNIFIRST's competitive line item pricing in its responsive proposal for uniforms and uniform-related products and services and awarded UNIFIRST NJPA contract RFP #062415 ("NJPA contract"); and,

WHEREAS, the CITY has requested and UNIFIRST has provided a proposal for the CITY based on the line item pricing in the NJPA contract for uniform and uniform-related products and services; and,

WHEREAS, the CITY has reviewed the line item pricing from the NJPA contract and determined that the pricing is very competitive and beneficial to the CITY as compared to other pricing the CITY has reviewed for the uniform and uniform-related products and services; and,

WHEREAS, the CITY desires to accept UNIFIRST's proposal for uniforms and uniform-related products and services by using the NJPA contract line item pricing; and,

WHEREAS, the CITY has determined that entering into this Agreement with UNIFIRST serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. NJPA Contract. The NJPA contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The line item pricing from the

NJPA contract is attached as Exhibit "A" hereto. As established by NJPA contract, the terms and conditions of this Agreement are established herein by the CITY and UNIFIRST.

3. DELIVERY: Uniforms are for various departments located throughout City of Lake Worth and are not for delivery to any central location. Deliveries are to be FOB destination as per issued Purchase Order which shall be issued by the CITY upon approval of this Agreement by the CITY Commission. All deliveries made to various departments shall require inside delivery. Initial delivery of uniforms, as specified herein, shall be within ten (10) working days after the completion of measurements for each department. All items must be delivered by the specified delivery date and time as indicated on the purchase order. Deliveries shall be made between the hours of 8:00AM and 3:00PM any day except Saturdays, Sundays and holidays. When a scheduled delivery falls on any of the above days when the CITY is closed, the delivery shall be made the day before the holiday or closing day when the CITY is open for business.

3. TERM OF AGREEMENT: The term of this Agreement shall be from the execution of this Agreement by both parties through August 18, 2019 and may be extended for one (1) additional renewal period by the City Manager, provided that NJPA renews the underlying contract. UNIFIRST agrees to this condition and all line item pricing will be firm for the term of this Agreement. Notwithstanding the foregoing, this Agreement may be earlier terminated as stated herein.

4. INSURANCE REQUIREMENTS: Original copies of Certificates of Insurance meeting the requirements specified herein shall be forwarded to the CITY's Procurement Office and approved prior to the start of any work. Renewal certificates must be forwarded to the same department prior to the policy renewal date and thirty days written notice must be provided to the CITY in the event of cancellation. UNIFIRST shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the CITY's Procurement Office. If UNIFIRST utilizes any sub-contractors for the work, UNIFIRST shall require its sub-contractor to provide and maintain the same type and level of insurance as required of UNIFIRST under this Agreement.

A. WORKERS' COMPENSATION: UNIFIRST must provide and maintain for the life of this Agreement the required Workers' Compensation and Employees' Liability Insurance pursuant to the minimum statutory limits.

B. COMMERCIAL GENERAL LIABILITY: UNIFIRST shall procure and maintain, for the life of this Agreement, Commercial General Liability Insurance, which shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this Agreement. It must be an occurrence form policy. THE CITY OF LAKE WORTH SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE. The minimum limits of coverage shall be $1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. BUSINESS AUTOMOBILE LIABILITY: UNIFIRST shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance with minimum limits of coverage at $1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

5. SCOPE OF WORK: UNIFIRST shall be responsible to furnish all labor, supervision,

equipment and materials to provide and maintain work uniforms for both men and women employees of the CITY. All uniforms shall be new (not used or reconditioned) at the time of original issue. New employees hired after the start of this Agreement shall be furnished with new uniforms (not used or reconditioned). Uniform delivery for new employees shall be within ten (10) days after completion of measurements. Each CITY employee shall receive two weeks plus one (1) extra day of uniforms for a total of eleven (11) days' worth of uniforms. All pieces shall be given to the employee at the start of the term of this Agreement.

Rental service shall include weekly pickup of five (5) or six (6) sets soiled clothing per CITY employee and delivery of same clothing, laundered and pressed once a week. The number of clothing items to be picked up and delivered may vary by employee contingent on their absence from work and the number of days off from work. The ideal hypothetical scenario would be a pickup and delivery each week of five (5) or six (6) sets of clothing per employee. All uniforms shall be delivered on hangers and shall be grouped together by department and employee name. Only top quality workmanship will be accepted.

UNIFIRST is responsible for making on-site location/department visits for all CITY employees who request measurements for new uniforms. These requests shall be coordinated/scheduled with the department designee. Any alterations needed for proper fit at the time of first delivery of new uniform shall be made without any additional costs to the CITY. UNIFIRST agrees to provide all necessary means for fitting and altering of uniforms during the term of the Agreement.

UNIFIRST shall include two (2) emblems per shirt, coveralls and jacket (one employee name/title and one CITY name/logo). Emblems and logos are to be of twill material with swiss-type, zig-zag embroidery thread of black rayon silk. Changes to colors and logos will only be authorized by the CITY. Emblems and logos shall be attached to uniforms by stitching only. If UNIFIRST is asked to revise an emblem, an embroidery proof, based on the CITY's specifications, must be delivered to the Purchasing Office, Attn: Kari Hansen, Purchasing Agent, for approval.

The CITY reserves the right to add or delete the number of uniforms to be serviced as needed due to employee turnover and will not be responsible for paying for uniform rental service for an employee while the position is vacant. The CITY will notify UNIFIRST when a uniform is no longer needed.

The "balance of line" shall include new product and upgraded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by UNIFIRST as they occur. Additions/new clothing items will be invoiced at the same rate as current items for same or like items.

If, during the term of this Agreement, products are discontinued, UNIFIRST will send the CITY's Procurement Office written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high by the CITY, the requested item may not be considered for addition to the contract.

UNIFIRST's failure to deliver as specified herein and/or at the Agreement price will authorize the CITY to purchase these items on the open market. On all such purchases, if UNIFIRST fails to meet the Agreement requirements, UNIFIRST will be charged the additional cost to the CITY.

All uniforms with laundry service at the time of pickup will be counted by UNIFIRST and UNIFIRST will identify and bring to the attention of the CITY's representative any shortages or

overages. UNIFIRST's representative will at no time leave the pickup area without notifying the CITY of any discrepancy in uniform count. Failure of UNIFIRST to notify the CITY of pickup discrepancies will be interpreted by the CITY to mean the quantities the CITY documented in the logbook for pickup will be the quantities received upon delivery, any discrepancies will be in the CITY's favor if they were not notified at the time of pickup. UNIFIRST will maintain a uniform service logbook which details the employee names, number of uniforms, dates of service for each location. This logbook should also reflect additions, deletions, repairs, replacements and transfers effective the next week. The logbook will remain at each location site. UNIFIRST will obtain the CITY's representative's signature in the logbook at each location pickup when possible. The logbook signed by both parties will be used as documentation in cases where pickups and delivery counts do not match.

All uniforms/clothing with laundry service shall be washed with soap and hot water and shall be completely rinsed with non-recycled water to remove all soap residues. All uniforms shall be dried, run through a steam tunnel, and starched as requested, to provide for a neat, clean smelling uniform that is not wrinkled. Any uniform which is delivered and appears wrinkled and/or foul smelling will be returned to UNIFIRST to be rewashed and/or pressed, to be delivered within a forty-eight (48) hour period, and at no charge to the CITY.

All uniforms with laundry service delivered to the CITY shall be inspected by a CITY representative at each location who will verify the number of uniforms received and their condition. All discrepancies will be brought to the UNIFIRST's representative's attention before UNIFIRST leaves the delivery area.

Failure of UNIFIRST to notify the CITY of delivery discrepancies will be interpreted by the CITY to mean the quantities the CITY documented for delivery will be the quantities received upon delivery, any discrepancies will be in the CITY's favor if they were not notified at the time of delivery. The logbook signed by both parties will be used as documentation in cases where delivery counts do not match. All deliveries of uniform shortages shall be delivered to the affected CITY location within a twenty-four (24) hour period.

Uniforms that are worn, faded, dingy or shoddy looking will be replaced with uniforms of the same style, approximate age and condition of those uniforms generally in service at any time, at no charge to the CITY. Replacement uniforms deemed unacceptable by the CITY may be refused and returned to UNIFIRST at no extra charge to the CITY. UNIFIRST shall leave "Replacement Request" forms at each location to be completed by CITY personnel when requesting replacement of uniforms. The replacement uniform shall be delivered within seven (7) days from request.

Tears to seams, small holes, missing buttons, etc. must be neatly repaired so appearance is like new condition at no charge to the CITY. No visible repairs will be accepted by the CITY. Unacceptable uniforms will be returned for repairs and no charge will be applied until returned in acceptable condition. Repair tags shall be provided to each location at start-up of the Agreement award and as needed throughout the term of the Agreement. Any uniform tagged for repairs shall be returned in a repaired condition or shall be replaced, within one (1) week (next delivery) at no cost to the CITY. Documentation of repairs and problems will be documented by both the CITY personnel and UNIFIRST.

6. INDEMNIFICATION / HOLD HARMLESS AGREEMENT: UNIFIRST shall, in addition to any other obligation under this Agreement, indemnify, defend and hold harmless the CITY, its agents, officers, elected officials and employees from and against all claims, actions,

liabilities, losses (including economic losses) and costs (including attorney's fees) arising out of any actual or alleged:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of UNIFIRST or anyone directly or indirectly employed by UNIFIRST in the performance of the work under or related to this Agreement; or

B. violation of law, statute, ordinance, governmental administration order, rule or regulation by UNIFIRST in the performance of the work under or related to this Agreement; and/or

C. liens, claims or actions made by UNIFIRST, or any subcontractor or other party performing the work under or related to this Agreement.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for UNIFIRST of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

7. OSHA: UNIFIRST warrants that the product/services supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended.

8. QUANTITIES: The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Purchase Orders will be placed as needed by individual locations during the term of this Agreement. UNIFIRST agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

9. SUBCONTRACTING: If UNIFIRST intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted to the Procurement Office prior to use for approval. No subcontracting will take place prior to UNIFIRST furnishing this information and receiving written approval from the CITY.

The Procurement Office reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the CITY has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The CITY reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Agreement.

10. PAYMENT/PAYMENT TERMS: Payment will be made after the goods/services from UNIFIRST have been received/completed; inspected and found to comply with the Agreement specifications, free of damage or defect; and a properly billed invoice is received and processed by the CITY. The CITY's payment terms are net 30 days. Payment will not be processed until the following occurs: (1) The complete and satisfactory receipt of all items ordered with proper pricing; and, (2) The receipt of a properly billed invoice at the CITY.

Invoices to the CITY MUST include the following to permit verification of prices and expedite payment to UNIFIRST: (1). Name and Address of UNIFIRST; (2) Purchase Order Number that

relates to the UNIFIRST invoice number; (3) A Unique Invoice Number; (4) Date of Shipment or Service; (5) Line Item Total or Extended Price. Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to the CITY's Procurement Office. The CITY will not process invoices submitted more than 120 days after the date the goods or services were delivered without prior approval from the Procurement Office. UNIFIRST waives claims for payment of goods and/or services on invoice(s) not received by the CITY within 120 Days of the delivery.

11. CHANGE ORDERS: Any addition(s) to the Scope of Work or to a Purchase Order that adds additional costs must be brought to the CITY's attention and approved by the Procurement Office prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the CITY's attention and did not result in a Change Order approved by the Purchasing Office will not be honored.

12. TERMINATION: This Agreement may be cancelled by UNIFIRST upon thirty (30) days prior written notice to the CITY's Procurement Office in the event of substantial failure by the CITY to perform in accordance with the terms of this Agreement through no fault of UNIFIRST; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to UNIFIRST. Unless UNIFIRST is in breach of this Agreement, UNIFIRST shall be paid for all goods and services rendered to the CITY's satisfaction through the date of termination.

13. WAIVER OF BREACH: The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE: This Agreement consists of the terms and conditions provided herein and the line item pricing in the NJPA contract. To the extent that there exists a conflict between this Agreement and the remaining document, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

15. ASSIGNMENT: Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the UNIFIRST. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the UNIFIRST and not for the benefit or any other party. UNIFIRST 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. 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.

16. SUCCESSORS AND ASSIGNS: Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

17. WAIVER OF TRAIL 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.

18. GOVERNING LAW AND REMEDIES: The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

19. TIME IS OF THE ESSENCE: Time is of the essence in the completion of tasks and services as specified herein.

20. 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 (3rd) 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 UNIFIRSTS 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

With a copy to the Procurement Office (same address).

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

UNIFIRST CORPORATION
68 Jonspin Road
Wilmington, MA 01887

21. SEVERABILITY: Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

22. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

23. 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.

24. PUBLIC ENTITY CRIMES: UNIFIRST acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. UNIFIRST will advise the CITY immediately if it becomes aware of any violation of this statute.

25. PREPARATION: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

26. PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, UNIFIRST acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General.

27. ENFORCEMENT COSTS: Except as required of UNIFIRST under paragraph 6 herein relating to the Indemnification and Hold Harmless provision, 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

28. AUDIT BY CITY: UNIFIRST 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 UNIFIRST'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 work performed or to per performed under this Agreement.

29. FEDERAL AND STATE TAX: The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by UNIFIRST; however, UNIFIRST shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is UNIFIRST authorized to use the CITY'S Tax Exemption Number in securing such materials. UNIFIRST shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

30. AVAILABILITY OF FUNDS: The CITY's performance and obligation to pay under this Agreement is contingent upon the annual appropriation of funds by the CITY Commission.

31. INDEPENDENT CONTRACTOR RELATIONSHIP: UNIFIRST is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to UNIFIRST'S sole direction, supervision, and control. UNIFIRST shall exercise control over the means and manner in which it and its employees perform the work, and in all respects UNIFIRST'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. UNIFIRST does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement.

32. NONDISCRIMINATION: UNIFIRST warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, UNIFIRST shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

33. AUTHORITY TO PRACTICE: UNIFIRST hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request. UNIFIRST shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency and all applicable laws.

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

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

36. PUBLIC RECORDS: UNIFIRST shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the UNIFIRST specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the services under this Agreement.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this 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 for the duration of the Agreement term and following completion of the Agreement, if the UNIFIRST does not transfer the records to the CITY.

(d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of UNIFIRST or keep and maintain public records required by the CITY to perform the services. If UNIFIRST transfers all public records to the CITY upon completion of the Agreement, UNIFIRST shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UNIFIRST keeps and maintains public records upon completion of the Agreement, UNIFIRST shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF UNIFIRST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTH.ORG**, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FLORIDA 33460.**

IN WITNESS WHEREOF, the CITY and UNIFIRST hereto have made and executed this Agreement for Uniforms and Uniform Services as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

UNIFIRST CORPORATION

By: _____

[Corporate Seal]

Print Name: Alex Dukeshire

Title: General Manager

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of OCTOBER, 2016 by ALEX DUKESHIRE, as GENERAL MANAGER (title), Unifirst Corporation, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

_____
Notary Public

VANESSA N. ARCOS
MY COMMISSION #FF039462
EXPIRES July 24, 2017
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "A"

UNIFIRST'S PROPOSAL TO CITY
(Based on line item pricing from NJPA contract)

PRICING & PRODUCT

US Rental Garment Pricing

	Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
	BLEND GARMENTS			
	Woven Shirts			
1.	Long Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0102	$0.140	$10.24
2.	Short Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0202	$0.118	$8.54
3.	Women's Long Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0335	$0.154	$10.88
4.	Women's Short Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0436	$0.125	$8.94
5.	Women's 3/4 Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	05AH	$0.195	$14.69
6.	Micro Check Long Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	03UM	$0.205	$13.59
7.	Micro Check Short Sleeve Shirt, 4 oz. 65/35 Poly/Cotton Blend.	04UM	$0.165	$11.61
8.	Micro Check Short Sleeve Shirt-Jac, 4 oz. 65/35 Poly/Cotton Blend.	15UM	$0.239	$15.85
9.	Flexwear Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0314	$0.199	$14.64
10.	Flexwear Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0414	$0.160	$11.77
11.	Flexwear Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe.	0137	$0.215	$15.80
12.	Flexwear Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend. CH/WH Stripe	0237	$0.188	$13.95
13.	Flexwear Stripe LS Shirt w/Flap Pockets, 4.25 oz. 65/35 Poly/Cotton Blend. BL/WH Stripe.	0137	$0.215	$15.80
14.	Flexwear Stripe SS Shirt w/Flap Pockets, 4.25 oz. 65/35 Poly/Cotton Blend. BL/WH Stripe.	0237	$0.188	$13.95
15.	Breeze Weave Striped Long Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0172	$0.189	$13.74
16.	Breeze Weave Striped Short Sleeve Shirt, 3.85 oz. 65/35 Poly/Cotton Blend.	0405	$0.162	$11.73
17.	UniWeave Service Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0348	$0.185	$12.83
18.	UniWeave Service Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0448	$0.164	$11.61
19.	UniWeave Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0123	$0.176	$12.17
20.	UniWeave Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0223	$0.145	$10.65
21.	Contrast Stripe Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0171	$0.217	$15.74
22.	Contrast Stripe Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0276	$0.164	$11.96
23.	Bold Stripe Long Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0373	$0.196	$13.43
24.	Bold Stripe Short Sleeve Shirt w/Navy Body, 4.25 oz. 65/35 Poly/Cotton Blend.	0482	$0.175	$12.14

	Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
25.	Striped Long Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0138	$0.178	$12.19
26.	Striped Short Sleeve Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0238	$0.151	$10.63
27.	Heathered Long Sleeve Shirt, 65/35 Poly/Cotton Blend.	0381	$0.209	$14.59
28.	Heathered Short Sleeve Shirt, 65/35 Poly/Cotton Blend.	0481	$0.173	$12.08
29.	Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0111	$0.175	$13.21
30.	Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0211	$0.158	$12.06
31.	Women's Long Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0112	$0.169	$12.24
32.	Women's Short Sleeve Oxford Shirt, 60/40 Cotton/Poly Blend.	0422	$0.152	$11.84
33.	Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0820	$0.202	$15.25
34.	Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0636	$0.179	$12.95
35.	Women's Long Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	0960	$0.192	$14.47
36.	Women's Short Sleeve Button Down Shirt, 65/35 Cotton/Poly Blend.	4248	$0.173	$13.39
37.	Security Shirt Long Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0167	$0.301	$19.37
38.	Security Shirt Short Sleeve, Epaulets, Military Creases 4.25oz. 65/35 Poly/Cotton Blend.	0607	$0.245	$16.54
	Pants & Shorts			
39.	Flat Front Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1002	$0.192	$13.72
40.	Flexwaist Pant, 8 oz. 65/35 Poly/Cotton Blend.	1138	$0.185	$12.77
41.	Pleated Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1122	$0.220	$15.09
42.	Cargo Pant, 8 oz. 65/35 Poly/Cotton Blend.	10AI	$0.240	$17.60
43.	Jean Style Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1060	$0.198	$14.37
44.	Flat Front Short, 7.5 oz. 65/35 Poly/Cotton Blend.	1034	$0.150	$10.76
45.	Pleated Short, 65/35 Poly/Cotton Blend.	1129	$0.201	$13.30
46.	Cargo Short, 65/35 Poly/Cotton Blend.	1271	$0.225	$15.93
47.	Women's Flat Front Flexwaist Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1167	$0.218	$14.04
48.	Women's Pleated Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1113	$0.244	$18.23
49.	Women's Cargo Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	10A4	$0.264	$19.16
50.	Women's Elastic Back Pant, 8 oz. 65/35 Poly/Cotton Blend.	1043	$0.214	$14.96
51.	Women's Industrial Pant, 65/35 Poly/Cotton Blend. ***Non-Standard Merchandise.	1128	$0.223	$15.28
52.	Women's Flat Front Short, 65/35 Poly/Cotton Blend. ***Non-Standard Merchandise.	114D	$0.187	$14.24
53.	Women's Pleated Short, 65/35 Poly/Cotton Blend.	1125	$0.255	$18.62
54.	Women's Cargo Short, 65/35 Poly/Cotton Blend.	10A9	$0.228	$16.61
	Jackets, Shop Coat, Coveralls,			
55.	Insulated Vest, 65/35 Poly/Cotton Blend.	1640	$0.313	$22.52
56.	Permalined Jacket, 65/35 Poly/Cotton Blend.	1506	$0.358	$25.16
57.	Ike Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1507	$0.342	$22.63
58.	Permalined Team Jacket, 65/35 Poly/Cotton Blend.	1550	$0.372	$26.21
59.	Coaches Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1540	$0.347	$23.00
60.	Duo Tone Team Jacket, 65/35 Poly/Cotton Blend.	1581	$0.423	$29.78

	Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
61.	Permalined Hip Jacket, 65/35 Poly/Cotton Blend.	1527	$0.379	$26.36
62.	Zip-in Liner, 100% Polyester.	1721	$0.212	$14.03
63.	3-Season Jacket w/Fleece Lining.	1885	$0.423	$30.13
64.	Shop Coat with 2 Chest Pockets & 2 Lower Pockets 7.5 oz. 65/35 Poly/Cotton Blend.	2525	$0.278	$20.33
65.	Long Sleeve Coverall, 7.5 oz. 65/35 Poly/Cotton Blend.	3002	$0.293	$21.72
66.	Short Sleeve Speed Suit, 65/35 Poly/Cotton Blend.	4022	$0.346	$23.28
67.	Deluxe Insulated Coverall.	3045	$0.735	$54.68
68.	Deluxe Insulated Bib-Overall.	3528	$0.568	$42.98
	POLYESTER GARMENTS			
69.	Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MM	$0.130	$11.87
70.	Short Sleeve Polo with Pocket, Moisture Management 100% Polyester	04MR	$0.190	$16.89
71.	Short Sleeve 3 Snap Polo without Pockets, Moisture Management 100% Polyester	04GM	$0.170	$14.61
72.	Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	047A	$0.121	$11.86
73.	Women's Polo Pocketless 5.4 oz 100% Post Consumer recycled Polyester.	057A	$0.126	$12.49
74.	Women's Polo Pocketless Moisture Management 100% Spun Poly.	0579	$0.151	$13.95
75.	Short Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	4277	$0.091	$9.11
76.	Long Sleeve T-Shirt w/Pocket Moisture Management 100% Spun Poly.	0871	$0.117	$10.93
77.	Security Pant Flat Front, 10 oz Polyester.	10B8	$0.140	$14.86
	COTTON GARMENTS			
78.	Long Sleeve Shirt, 6 oz. 100% Cotton.	0101	$0.224	$13.47
79.	Short Sleeve Shirt, 6 oz. 100% Cotton.	0201	$0.213	$12.78
80.	Long Sleeve, Snap Front Shirt Heavyweight 8 oz. 100% Cotton Denim.	0178	$0.236	$14.59
81.	Long Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	0361	$0.184	$11.64
82.	Short Sleeve Open Collar Shirt, 7 oz. 100% Cotton Denim.	04SS	$0.181	$11.18
83.	Long Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	0850	$0.187	$11.39
84.	Short Sleeve Button Down Collar Shirt, 7 oz. 100% Cotton Denim.	2205	$0.183	$10.91
85.	Flat Front Pant, 8.25 oz. 100% Cotton.	1001	$0.283	$17.52
86.	Pleated Front Pant, 100% Cotton	1148	$0.341	$23.62
87.	UniFirst Classic Fit Jean, 13.75 oz. 100% Cotton Denim.	1091	$0.251	$14.38
88.	UniFirst Relaxed Fit Jean, 13.75 oz. 100% Cotton Denim.	10HD	$0.298	$17.28
89.	Wrangler Regular Fit Jean, 15 oz. 100% Cotton Denim.	1150	$0.320	$20.06
90.	Wrangler Relaxed Fit Jean, 14.5 oz. 100% Cotton Denim.	1144	$0.341	$20.14
91.	Wrangler Cowboy Cut Jean, 14.5 oz. 100% Cotton Denim.	1118	$0.417	$23.48
92.	Wrangle Women's Jean, 100% Cotton Denim.	1092	$0.334	$19.92
93.	Women's Pleated Pant, 100% Cotton.	1146	$0.341	$23.54
94.	Duck Jacket, 12 oz. 100% Washed Cotton.	18BW	$0.649	$38.22
95.	LS Coverall, 8.75 oz. 100% Cotton.	3001	$0.449	$26.59
	FR GARMENTS			
	100% Cotton FR			

	Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
96.	Prewashed Relaxed Fit Denim Jean, Armorex Indura 14 oz. FR Cotton. HRC-2, ATPV-20.7	11KG	$0.634	$36.71
	88/12 Cotton/Nylon Flame Resistant Blend			
97.	Long Sleeve Shirt, Armorex 7 oz. UltraSoft. HRC-2, ATPV- 8.7	09FR	$0.337	$37.47
98.	Pant, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	10FR	$0.373	$40.44
99.	Coverall, Armorex 9 oz. UltraSoft. HRC-2, ATPV-12.4	30FR	$0.634	$72.66
100.	SS Tee Shirt,6 oz 88/12 Cotton/Nylon Blend FR Fabric. HRC-2, ATPV-10.9 ***Non-Standard Merchandise.	02US	$0.340	$42.09
	TecaSafe			
101.	Long Sleeve Shirt w/Snap Front, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09AU	$0.270	$40.44
102.	Long Sleeve Shirt, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Lt. Blue & Khaki	09TC	$0.265	$43.21
103.	Pant, 8.5 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.2	10TS	$0.326	$51.72
104.	Coverall, 7 oz. Armorex Tecasafe Plus FR. HRC-2, ATPV-10.1 Navy, ATPV-9.0 Khaki	30TS	$0.572	$92.94
	Nomex			
105.	Long Sleeve Shirt, 4.5 oz. Armorex Nomex CXP. HRC-1, ATPV-5.1	01NX	$0.417	$64.82
106.	Pant, 6 oz. Armorex Nomex. HRC-1, ATPV-5.8	10NX	$0.434	$69.11
107.	Coverall, 6 oz. Armorex Nomex CXP. HRC-1, ATPV 6.5	30NX	$0.767	$120.82
	ENHANCED VISIBILITY GARMENTS			
108.	Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013C	$0.322	$21.36
109.	Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023C	$0.296	$19.60
110.	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Legs.	123C	$0.327	$22.41
111.	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EH	$0.441	$29.21
112.	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Yellow 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. ***Non-Standard Merchandise.	30RR	$0.655	$46.96
113.	Enhanced Visibility Long Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	013B	$0.323	$21.41
114.	Enhanced Visibility Short Sleeve Shirt, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves.	023B	$0.296	$19.60
115.	Enhanced Visibility Pant, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Legs.	123B	$0.327	$22.41
116.	Enhanced Visibility Jacket, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. (optional liner 1721)	15EI	$0.441	$29.21
117.	Enhanced Visibility Coverall, 65/35 Poly/Cotton Blend, w/Orange 3M Scotchlite Reflecting Striping on Front, Back and Sleeves. ***Non-Standard Merchandise.	30RQ	$0.650	$47.09
	Hi-VIS GARMENTS			

	Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
118.	Hi-Vis Long Sleeve Shirt, 100% Fluorescent Lime-Yellow Polyester with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09AH	$0.349	$35.31
119.	Hi-Vis Short Sleeve Shirt, 100% Fluorescent Lime-Yellow Polyester with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06AH	$0.321	$32.89
120.	Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Striping on Front and Back.	02HY	$0.216	$18.80
121.	Hi-Vis Short Sleeve Tee-Shirt, 100% Fluorescent Lime-Yellow or Orange Polyester with 3M Scotchlite Reflective Segmented Striping on Front and Back. ***Non-Standard Merchandise.	02IY	$0.264	$24.06
122.	Hi-Vis Jacket, 100% Fluorescent Lime-Yellow Polyester with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves. (optional liner 1727)	15EG	$0.828	$69.08
123.	Optional Zip in/out Liner for Style 15EG.	1727	$0.218	$15.29
	FOOD PREP GARMENTS			
124.	Snap Front Food Prep Long Sleeve Shirt 4.25 oz. 65/35 Poly/Cotton Blend.	0198	$0.145	$10.71
125.	Snap Front Food Prep Short Sleeve Shirt 4.25 oz. 65/35 Poly/Cotton Blend.	0240	$0.116	$8.48
126.	Women's Snap Front Food Prep Long Sleeve Shirt 65/35 Poly/Cotton Blend.	0369	$0.157	$11.12
127.	Women's Snap Front Food Prep Short Sleeve Shirt 65/35 Poly/Cotton Blend.	0540	$0.142	$9.44
128.	Snap Front Food Long Sleeve Shirt 100% Cotton.	0157	$0.260	$14.26
129.	Snap Front Food Short Sleeve Shirt 100% Cotton.	0626	$0.232	$12.74
130.	Food Prep Polo with Snap Placket 5.4 oz 100% Post Consumer recycled Polyester.	066A	$0.121	$12.44
131.	Snap Front Food Prep Long Sleeve Shirt w/Knit Cuffs 65/35 Poly/Cotton Blend.	03UA	$0.178	$12.53
132.	V-neck Baker's Short Sleeve Shirt 65/35 Poly/Cotton Blend.	0221	$0.105	$6.44
133.	Food Prep Pant - no Buttons 65/35 Poly/Cotton Blend.	10HE	$0.189	$14.26
134.	Pleated Front Food Prep Pant - no Buttons - no Pockets 65/35 Poly/Cotton Blend.	11UM	$0.190	$13.21
	CHEF WEAR			
135.	Skull Cap with Elastic Shirring in the Back 100% Cotton.	9490	$0.140	$3.90
136.	Long Sleeve Chef Coat, Double Breasted w/Plastic Buttons 7 oz. 65/35 Poly/Cotton Blend.	2531	$0.130	$10.39
137.	3/4 Sleeve Chef Coat, Double Breasted w/Knotted Buttons 65/35 Poly/Cotton Blend.	2537	$0.168	$12.31
138.	1/2 Sleeve Chef Coat, Double Breasted w/Plastic Buttons 65/35 Poly/Cotton Blend.	5025	$0.131	$8.94
139.	Full Sleeve Chef Coat, Double Breasted w/Knotted Buttons 100% polyester.	25GA	$0.176	$16.63
140.	Baggy Chef Pants 100% Spun Poly.	117A	$0.138	$12.86
	BUTCHER/LABS/SMOCKS			
141.	Snap Front Frock, Knit Cuffs, Inside Chest Pocket 7.2 oz. 100% Spun Poly.	50AY	$0.123	$11.26
142.	Snap Front Frock, Open Cuffs, Inside Chest Pocket 7.2 oz. 100% Spun	50AZ	$0.121	$10.95

	Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
	Poly.			
143.	Snap Front Butcher Coat, Open Cuffs no Pockets 100% Spun Poly.	5026	$0.104	$10.97
144.	Snap Front Butcher Coat, Open Cuffs Inside Chest & 2 Lower Pockets 7.2 oz. 100% Spun Poly.	5033	$0.100	$10.18
145.	Snap Front Butcher Coat, Open Cuffs, Outside Chest & 2 Lower Pockets 7 oz. 65/35 Poly/Cotton.	5009	$0.144	$11.28
146.	Snap Front Butcher Coat, Open Cuffs, Inside Chest & 2 Lower Pockets 65/35 Poly/Cotton.	5020	$0.145	$11.80
147.	Men's Lab Coat with Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2524	$0.142	$10.51
148.	Snap Front Lab Coat, Knit Cuffs, Outside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend.	2550	$0.246	$16.38
149.	Snap Front Lab Coat, Knit Cuffs, Inside Chest & 2 Lower Pockets 80/20 Poly/Cotton Blend. ***Non-Standard Merchandise.	2630	$0.258	$16.20
150.	Unisex Consultation Lab Coat with 2 Chest, 2 Lower Oversized (Pocket within a Pocket), and 2 Lower Inside Pockets 65/35 Poly/Cotton Blend.	25CL	$0.164	$12.58
151.	Texture Shield Front Protective Coat with Outside Chest & 2 Lower Pockets 65/35 Poly/Cotton.	25BD	$0.256	$14.14
152.	Men's Counter Coat with 3 Outside Pockets 5 oz. 80/20 Poly/Cotton Blend.	2526	$0.127	$9.75
153.	Women's Short Sleeve Smock 2 Lower Pockets 5 oz. 80/20 Poly/Cotton Blend.	4520	$0.177	$11.99
	SCRUBS/PATIENT WEAR			
154.	Unisex Scrub Shirt V-neck 65/35 Poly/Cotton Blend.	4254	$0.106	$5.79
155.	Unisex Scrub Shirt V-neck 2-Tone Raglan Sleeve 65/35 Poly/Cotton Blend.	7249	$0.179	$9.62
156.	Unisex Scrub Shirt Reversible V-neck 55/45 Poly/Cotton Blend.	7204	$0.101	$5.06
157.	Unisex Scrub Pant 65/35 Poly/Cotton Blend.	1276	$0.109	$7.11
158.	Unisex Scrub Cargo Pant 65/35 Poly/Cotton Blend.	7245	$0.161	$11.51
159.	Unisex Scrub Pant Reversible 55/45 Poly/Cotton Blend.	7221	$0.112	$5.47
160.	Unisex Warm up Jacket, Knit Cuffs, 2 Lower Pockets 65/35 Poly/Cotton Blend.	4502	$0.165	$10.19
161.	Ladies V-Neck Tunic Scrub Shirt 65/35 Poly/Cotton Blend.	7205	$0.145	$10.18
162.	Ladies Cross-Over Tunic Scrub Shirt 65/35 Poly/Cotton Blend.	7250	$0.179	$11.92
163.	Ladies Fashion Scrub Slack 65/35 Poly/Cotton Blend.	10A5	$0.187	$12.32
164.	Ladies Warm-Up Scrub Jacket 65/35 Poly/Cotton Blend.	4538	$0.182	$13.52
165.	Ladies Mammography/Exam Jacket 65/35 Poly/Cotton Blend.	14AD	$0.111	$7.61
166.	Patients Gown 55/45 Cotton/Poly Blend.	9414	$0.113	$5.76

US Facility Services Pricing (Rental Service Frequency & Billing)

	Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	EW	EOW	E4W	Loss / Damage
	MATS							
1.	Great Impression Dust Mat 3x5	76AQ	50%	NA	$1.22	$1.83	$2.14	$33.46
2.	Great Impression Dust Mat 4x6	76AR	50%	NA	$1.96	$2.94	$3.43	$51.23
3.	Great Impression Dust Mat 3x10	76AS	50%	NA	$2.45	$3.68	$4.29	$68.42
4.	Great Impression Dust Mat 4x8	76AU	50%	NA	$2.61	$3.92	$4.57	$70.08
5.	Dust Mats 2x3	7610	50%	NA	$0.49	$0.74	$0.86	$11.90
6.	Dust Mats 3x4	7618	50%	NA	$0.98	$1.47	$1.72	$23.92
7.	Dust Mats 4x5	7662	50%	NA	$1.63	$2.45	$2.85	$45.50
8.	Dust Mats 3x8	7624	50%	NA	$1.96	$2.94	$3.43	$54.60
9.	Dust Mats 3x12	7640	50%	NA	$2.94	$4.41	$5.15	$81.90
10.	Dust Mats 4x12	7672	50%	NA	$3.92	$5.88	$6.86	$109.20
11.	Dust Mats 4X15	4834	50%	NA	$4.90	$7.35	$8.58	$145.60
12.	Dust Mats 6X10	4838	50%	NA	$4.90	$7.35	$8.58	$144.30
13.	Dust Mats 4X10	7667	50%	NA	$3.26	$4.89	$5.71	$91.00
14.	90ML Dust Control Mat 3x5	76AN	50%	NA	$1.38	$2.07	$2.42	$37.02
15.	90ML Dust Control Mat 4x6	76AO	50%	NA	$2.20	$3.30	$3.85	$56.94
16.	90ML Dust Control Mat 3x10	76AP	50%	NA	$2.75	$4.13	$4.81	$82.20
17.	Classic Impression Mats 3x5	7801	50%	NA	$1.53	$2.30	$2.68	$45.58
18.	Classic Impression Mats 4x6	7802	50%	NA	$2.45	$3.68	$4.29	$73.48
19.	Classic Impression Mats 4x8	7803	50%	NA	$3.26	$4.89	$5.71	$122.97
20.	Classic Impression Mats 5x7	7804	50%	NA	$3.57	$5.36	$6.25	$115.64
21.	Comfort First Mat 2x3	7752	50%	NA	$0.49	$0.74	$0.86	$44.51
22.	Comfort First Mat 3x5	7751	50%	NA	$1.22	$1.83	$2.14	$68.54
23.	Comfort First Mat 4x6	7753	50%	NA	$1.96	$2.94	$3.43	$103.78
24.	Comfort First Mat 3x10	7754	50%	NA	$2.45	$3.68	$4.29	$126.49
25.	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 2x3	76AF	50%	NA	$0.49	$0.74	$0.86	$28.80
26.	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 3x5	76AT	50%	NA	$1.22	$1.83	$2.14	$56.94
27.	Comfort Plus, Antimicrobial, Flow-Thru Wet Mat 3x9	76AH	50%	NA	$2.20	$3.30	$3.85	$126.49
28.	Scraper Mat 2x3	5390	50%	NA	$0.49	$0.74	$0.86	$28.80
29.	Scraper Mat 3x5	5388	50%	NA	$1.22	$1.83	$2.14	$46.63
30.	Scraper Mat 4x6	5389	50%	NA	$1.96	$2.94	$3.43	$75.13
31.	Scraper Mat 3x10	5391	50%	NA	$2.45	$3.68	$4.29	$77.90
32.	Custom Logo Mat 3x5 ***Non-Standard Merchandise.	UL03/UL46	50%	NA	$1.99	$2.99	$3.48	$62.58
33.	Custom Logo Mat 4x6 ***Non-Standard Merchandise.	UL16/UL59	50%	NA	$3.18	$4.77	$5.57	$90.04
34.	Custom Logo Mat 3x10 ***Non-Standard Merchandise.	UL07/UL50	50%	NA	$3.98	$5.97	$6.97	$125.63
35.	Custom Logo Mat 4x8 ***Non-Standard	UL18/UL61	50%	NA	$4.24	$6.36	$7.42	$153.34

	Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	EW	EOW	E4W	Loss / Damage
	Merchandise.							
36.	Quality Message Mat Rotation 3x5	9849	50%	NA	$1.38	$2.07	$2.42	$44.01
37.	Safety Message Mats Rotation 3x5	9852	50%	NA	$1.38	$2.07	$2.42	$44.01
38.	Safety Message Mats Rotation English 4x6	9856	50%	NA	$2.20	$3.30	$3.85	$71.28
39.	Safety Message Mats Rotation Eng/Span 3x5	9857	50%	NA	$1.38	$2.07	$2.42	$44.01
40.	Welcome Message Mat 3x5	UM32	50%	NA	$1.38	$2.07	$2.42	$45.58
41.	Welcome Message Mat 4x6	UM33	50%	NA	$2.20	$3.30	$3.85	$73.48
42.	Coffee Message Mat 3x5	7815	50%	NA	$1.38	$2.07	$2.42	$48.10
43.	Quality Message Mat 3x5	7685	50%	NA	$1.38	$2.07	$2.42	$44.01
44.	Quality Message Mat Rotation 3x4	9848	50%	NA	$1.10	$1.65	$1.93	$36.26
45.	Safety Message Mats Rotation 3x4	9851	50%	NA	$1.10	$1.65	$1.93	$36.26
46.	Welcome Message Mat 3x4	44UT	50%	NA	$1.10	$1.65	$1.93	$52.13
47.	Deli Message Mat 3x10	UM01	50%	NA	$3.37	$5.06	$5.90	$105.46
48.	Seafood Message Mat 3x10	UM02	50%	NA	$3.37	$5.06	$5.90	$105.46
49.	Dairy Message Mat 3x10	UM03	50%	NA	$3.37	$5.06	$5.90	$105.46
50.	Produce Message Mat 3x10	UM04	50%	NA	$3.37	$5.06	$5.90	$105.46
51.	Pharmacy Message Mat 3x10	UM05	50%	NA	$3.37	$5.06	$5.90	$105.46
52.	Meats Message Mat 3x10	UM06	50%	NA	$3.37	$5.06	$5.90	$105.46
53.	Floral Message Mat 3x10	UM07	50%	NA	$3.37	$5.06	$5.90	$105.46
54.	Bakery Message Mat 3x10	UM08	50%	NA	$3.37	$5.06	$5.90	$105.46
	MOPS							
55.	Wet Mop Small 12 oz.	8117	50%	NA	$0.24	$0.36	$0.44	$4.52
56.	Wet Mop Large 24 oz.	8116	50%	NA	$0.49	$0.74	$0.91	$6.28
57.	Wet Mop X-Large 28 oz.	8118	50%	NA	$0.65	$0.98	$1.20	$7.09
58.	Wet Mop Handle	8165	100%	NA	$0.00	-	-	$7.35
59.	Dust Mop 12"	8312	50%	NA	$0.18	$0.27	$0.33	$5.59
60.	Dust Mop 18"	8318	50%	NA	$0.28	$0.42	$0.52	$6.58
61.	Dust Mop 20"	8320	50%	NA	$0.31	$0.47	$0.57	$8.45
62.	Dust Mop 22"	8322	50%	NA	$0.34	$0.51	$0.63	$3.55
63.	Dust Mop 30"	8330	50%	NA	$0.46	$0.69	$0.85	$9.62
64.	Dust Mop 42"	8342	50%	NA	$0.64	$0.96	$1.18	$11.84
65.	Dust Mop Frame 12"	8135	100%	NA	NC	-	-	$5.07
66.	Dust Mop Frame 18"	8134	100%	NA	NC	-	-	$5.28
67.	Dust Mop Frame 20"	8136	100%	NA	NC	-	-	$5.33
68.	Dust Mop Frame 22"	813A	100%	NA	NC	-	-	$6.19
69.	Dust Mop Frame 30"	813B	100%	NA	NC	-	-	$8.00
70.	Dust Mop Frame 42"	8137	100%	NA	NC	-	-	$9.13
71.	Dust Mop 24"	8324	50%	NA	$0.37	$0.56	$0.68	$7.36
72.	Dust Mop 36"	8336	50%	NA	$0.55	$0.83	$1.02	$9.44
73.	Dust Mop 48"	8348	50%	NA	$0.73	$1.10	$1.35	$11.32

	Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	EW	EOW	E4W	Loss / Damage
74.	Dust Mop 60"	8360	50%	NA	$0.92	$1.38	$1.70	$13.14
75.	Dust Mop Frame 24"	8132	100%	NA	NC	-	-	$6.25
76.	Dust Mop Frame 36"	8133	100%	NA	NC	-	-	$8.07
77.	Dust Mop Frame 48"	8138	100%	NA	NC	-	-	$9.22
78.	Dust Mop Frame 60"	8139	100%	NA	NC	-	-	$12.20
79.	Dust Mop Handle 1 1/8" x 60"	8131	100%	NA	NC	-	-	$8.19
	MICRO FIBER							
80.	Micro Fiber Mitt	8430	50%	0.5%	$0.143	$0.179	-	$1.44
81.	Micro Fiber High Duster Cover	8421	50%	0.5%	$0.143	$0.179	-	$1.35
82.	High Duster Frame	8429	100%	NA	$0.143	$0.179	-	$3.81
83.	Micro Fiber Canvas Back Dust Mop 18"	8432	50%	0.5%	$0.612	$0.765	-	$4.81
84.	Micro Fiber Dust/Wet Mop Handle	8419	100%	NA	$0.357	$0.446	-	$7.71
85.	Micro Fiber Dust/Wet Mop Base 18"	8425	100%	NA	$0.204	$0.255	-	$7.94
86.	Micro Fiber Canvas Back Dust Mop 24"	8433	50%	0.5%	$0.765	$0.956	-	$5.53
87.	Micro Fiber Canvas Back Dust Mop 36"	8434	50%	0.5%	$1.122	$1.403	-	$8.25
88.	Micro Fiber Canvas Back Dust Mop 48"	8435	50%	0.5%	$1.377	$1.721	-	$11.80
89.	Micro Fiber Canvas Back Dust Mop 60"	8441	50%	0.5%	$1.632	$2.040	-	$14.65
90.	Micro Fiber Dust Mop 18"	8418	50%	0.5%	$0.510	$0.638	-	$4.85
91.	Micro Fiber Dust Mop 24"	8424	50%	0.5%	$0.653	$0.816	-	$5.80
92.	Micro Fiber Dust Mop 36"	8436	50%	0.5%	$1.020	$1.275	-	$8.34
93.	Micro Fiber Dust Mop Base 24"	8426	100%	NA	$0.398	$0.498	-	$9.85
94.	Micro Fiber Dust Mop Base 36"	8427	100%	NA	$0.479	$0.599	-	$13.32
95.	Micro Fiber Dust/Wet Mop Handle	8419	100%	NA	$0.357	$0.446	-	$7.71
96.	Micro Fiber Dust/Wet Mop Base 18"	8425	100%	NA	$0.204	$0.255	-	$7.94
97.	Micro Fiber Wet Mop 18" Scrubber Pad	8423	50%	0.5%	$0.143	$0.179	-	$3.14
98.	Micro Fiber Glass Towel 16x16	8437	50%	3.0%	$0.092	$0.115	-	$1.31
99.	Micro Fiber Multipurpose Towel 12x12	8417	50%	3.0%	$0.061	$0.076	-	$0.72
100.	Micro Fiber Multipurpose Towel 16x16	8438	50%	3.0%	$0.071	$0.089	-	$0.92
101.	Bucketless Handle 18" Direct Sale only	8422	100%	NA	$102.00	-	-	NA
102.	6 Gallon Bucket Direct Sale only	8431	100%	NA	$46.92	-	-	NA
103.	Disposable Wet Mop Direct Sale only	8123	100%	NA	$4.08	-	-	NA
	WIPERS - TOWELS							
104.	18 X 18 Red Wiper Folded	8021-10	50%	2.0%	$0.061	$0.076	$0.085	$0.25
105.	18 X 18 White Wiper Folded	8021-07	50%	2.0%	$0.071	$0.089	$0.099	$0.25
106.	18 X 18 Red Wiper Bagged	8023-10	50%	2.0%	$0.051	$0.064	$0.071	$0.25
107.	Bath Towel 20 X 40	8523	50%	2.0%	$0.306	$0.383	$0.428	$1.20
108.	Bath Towel 24 x 48	8574	50%	2.0%	$0.367	$0.459	$0.514	$1.92
109.	Bath Towel 27 X 54	8586	50%	2.0%	$0.500	$0.625	$0.700	$7.74
110.	Bath Towel 22 X 44	8577	50%	2.0%	$0.347	$0.434	$0.486	$2.22
111.	Soda Towel Red Border 15 X 22	8560	50%	2.0%	$0.082	$0.103	$0.115	$0.55
112.	Towel Herringbone 15 X 26	9465	50%	2.0%	$0.082	$0.103	$0.115	$0.51

	Contract Item - Description	UniFirst Item #	Min Bill %	ARC %	EW	EOW	E4W	Loss / Damage
113.	Grill Pad 8 X 10	9987	50%	2.0%	$0.092	$0.115	$0.129	$0.78
114.	Wash Cloth Terry 12 X 12	8545	50%	2.0%	$0.092	$0.115	$0.129	$0.30
115.	Towels Turk 16 X 27	8521	50%	2.0%	$0.092	$0.115	$0.129	$0.80
116.	Terry Cloths U1st Green Stripe 16 X 19 Bagged	8581	50%	2.0%	$0.071	$0.089	$0.099	$0.50
117.	Terry Cloths U1st Green Stripe 16 X 19 Folded	8554	50%	2.0%	$0.082	$0.103	$0.115	$0.50
118.	Glass Towel Red Striped 16 X 30	8561	50%	2.0%	$0.082	$0.103	$0.115	$0.51
119.	Continuous Roll Towel 40 Yrds *Only where available.	8529	50%	NA	$2.040	$3.06	$3.77	$21.24
120.	Continuous Roll Towel Cabinet *Only where available.	9993	100%	NA	NC	-	-	$119.08
	APRONS							
121.	Poly/Cotton Bib Apron 2 Lower Pockets 30" Long	7012	50%	1.0%	$0.194	-	-	$7.26
122.	100% Cotton Shop Apron 2 Upper & 2 Lower Pkts 40" Long	7006	50%	1.0%	$0.357	-	-	$8.27
123.	100% Spun Poly Bib Apron No Pocket 34" Long	7046	50%	1.0%	$0.153	-	-	$2.09
	LOCKERS/HARDWARE							
124.	Laundry Soil Lock-Up	8950	100%	NA	NC	-	-	$136.50
125.	Laundry Soil Lock-Up Maxi	8958	100%	NA	NC	-	-	$222.30
126.	4 Compartment Hanger	8962	100%	NA	NC	-	-	$263.90
127.	6 Compartment Hanger	8955	100%	NA	NC	-	-	$370.80
128.	8 Compartment Hanger Standard	8951	100%	NA	NC	-	-	$293.80
129.	8 Compartment Hanger Wide w/Pad Lock	8959	100%	NA	NC	-	-	$334.10
130.	9 Compartment Folded	8952	100%	NA	NC	-	-	$315.58
131.	Wiper Bag (30"x40" Nylon)	9076	100%	NA	NC	-	-	$6.68
132.	Hanger Recovery Rack	8957	100%	NA	NC	-	-	$8.72
133.	Bag Rack	8956	100%	NA	NC	-	-	$8.00
134.	Laundry Pipe Rail	8939	100%	NA	NC	-	-	$208.00
135.	Hamper	9958	100%	NA	NC	-	-	$262.60
136.	Rolling Rack	9917	100%	NA	NC	-	-	$32.50
137.	Wiper/Towel Exchange	8917	100%	NA	NC	-	-	$263.90
138.	Laundry/Linen Mesh Bags (30x40)	9075	50%	NA	NC	-	-	$5.20
139.	Towel Manager	8964	100%	NA	NC	-	-	$293.80
140.	6 Gallon Wiper/Safety Can	9949	100%	NA	NC	-	-	$63.60
141.	15 Gallon Wiper/Safety Can	9948	100%	NA	NC	-	-	$81.60

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Water Utilities

EXECUTIVE BRIEF

TITLE:
Amendment to Agreement with LHoist North America of Alabama, LLC for the purchase of Bulk Quicklime for the Water Treatment Plant

SUMMARY:
The Amendment authorizes the purchase ofbulk quicklime under a cooperative purchasing contract, for a cost not to exceed $178,169.40.

BACKGROUND AND JUSTIFICATION:
The City is a member of a local cooperative purchasing effort, which includes the Cities of Delray Beach and Boynton Beach. The City of Boynton Beach is the lead agency on this cooperative bid. As a member of this cooperative purchase the City of Lake Worth is able to leverage its purchasing power with its neighboring utilities to provide for the acquisition of a critical chemical, at a price point that would be otherwise unattainable.

Quicklime is a necessary chemical which, when added to the raw water supply, precipitates the coagulation process necessary to remove hardness color and iron content, as well as other contaminants. The approval of this purchase order will provide for the continued and uninterrupted delivery of Bulk Quicklime to the Water Treatment Plant.

The City of Boynton Beach bid the purchase under bid number 009-2821-13/JMA in November 2012. LHoist North America of Alabama, LLC was the lowest responsive bidder. The existing purchase agreement was extended one year to December 15, 2017, by the City of Boynton Beach on November 15, 2016, with a price of $287.37 per ton, which is an increase of $11.53 from 2016. Based on the cost effectiveness of this contract, it is recommended the City purchase this critical chemical from LHoist North America of Alabama, LLC for 2017 for a cost not to exceed $148,474.50 in Fiscal Year 2017 and $29,694.90 in Fiscal Year 2018.

MOTION:
I move to approve/disapprove an Amended Agreement with LHoist North America of Alabama, LLC, at a cost not to exceed $178,169.40.

Attachments
1) Fiscal Analysis
2) Boynton Beach Renewal Term
3) Existing Purchase Agreement
4) Request For Bid
5) Amendment To Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	$148,474.50	$29,694.90	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 Additional Full-Time Employees	0	0	0	0	0

B. Recommended Source of Funds/Summary of Fiscal Impact

The purchase of the quicklime is included as part of the annual operating budget for the Water Fund.

Water Utilities/Water Production							
Account Number	Account Description	Project #	FY 2017 Proposed Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
402-7022-533.52-30	Chemicals	N/A	$485,500.00	N/A	$184,727.00	-$148,474.50	$35,979.50

C. Fiscal Review:

Brian Shields - Director
Jessica Savidge - Finance
Marie Elianor – Finance
Christy Goddeau – Legal
Michael Bornstein– City Manager

CITY OF BOYNTON BEACH
REQUEST FORM

AMENDMENT TO AGREEMENT TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME (CO-OPERATIVE BID AGREEMENT)

THIS AMENDMENT ("Amendment" hereafter) is made as of the 6 day of January, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, 4720 Cleveland Heights Blvd., Suite 203, Lakeland, FL 33813 ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY as part of the Palm Beach County Purchasing Cooperative participated in the issuance of an invitation to bid for quicklime services (City of Boynton Beach Bid No. 009-2821-13/JMA) (the "ITB"); and,

WHEREAS, on or about December 4, 2012, the CONTRACTOR was awarded the ITB; and,

WHEREAS, pursuant to the ITB, the CITY must directly award a contract with the CONTRACTOR for quicklime services; and,

WHEREAS, the CITY entered a direct agreement with the CONTRACTOR and such agreement expired on December 15, 2015 (the "Agreement"); and,

WHEREAS, the City of Boynton has extended the term of the ITB through December 15, 2016; and,

WHEREAS, the CITY desires to amend its Agreement with the CONTRACTOR to extend the term through December 15, 2016.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Incorporated Documents. The Palm Beach County Purchasing Cooperative ITB and the CONTRACTOR's responsive Bid are hereby incorporated by reference into and expressly made a part of this Amendment as if set forth at length herein. The term of this Amendment shall be consistent with the term of the ITB and shall expire on December 15, 2016 (unless earlier terminated or extended pursuant to the ITB).

3. Cost per ton. The CITY's purchase of quicklime services shall be consistent with the ITB. The cost per ton shall increase by $1.20 and the cost per ton shall be $275.54 delivered.

4. Miscellaneous.

A. Except as provided in the Amendment regarding the extension of the term and increase in the cost, all terms and conditions of the Agreement remain in full force and effect.

B. This Amendment, the prior amendments and the Agreement set forth the complete agreement between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Amendment to the Agreement to Furnish, Deliver and Discharge Bulk Quicklime as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

CONTRACTOR: **LHOIST NORTH AMERICA OF ALABAMA, LLC**

By: _____

[Corporate Seal]

Print Name: M. OLIVIER BOOTH

Title: DIRECTOR OF SALES - EASTLIME

STATE OF Alabama)
COUNTY OF Bibb)

The foregoing instrument was acknowledged before me this 16th day of December, 2015 by M. Olivier Booth, as Director of Sales (title), of LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, and who has authority to legally bind LHOIST NORTH AMERICA OF ALABAMA, LLC, and who is personally known to me or who has produced the following _____ as identification.

_____
NOTARY PUBLIC

REQUEST FOR BID
TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME

BID No.: 009-2821-13/JMA

BID OPENING DATE: NOVEMBER 5, 2012
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PROCUREMENT SERVICES, CITY HALL

The City of Boynton Beach

Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

REQUEST FOR BID

TO

"FURNISH, DELIVER, AND DISCHARGE BULK QUICKLIME"

BID No.: 009-2821-13/JMA

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: **November 5, 2012; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
2ND FLOOR unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

CONE OF SILENCE

After the deadline to submit a proposal, a bid, or other response to a competitive solicitation, City Staff Members and Members of the City Commission are prohibited from communicating directly or indirectly with bidders or proposers, regarding the substance of the bid or proposals until such time as the City Commission (1) awards or approves a contract, (2) rejects all bids or responses, or (3) otherwise takes action which ends the solicitation process. (City Code Section

2-234). Improper communications during this "cone of silence" period can result in penalties to a proposer or bidder as set forth in City Code Section 2-236.

Any questions relative to any item(s) or portion of this bid should be directed to Julianne Alibrandi, Buyer; Telephone: (561) 742-6322, E-mail: alibrandij@bbfl.us

SCOPE OF BID: The purpose of this bid is to secure a source to furnish, deliver and discharge Bulk Quicklime for a two year term at the best possible price for the Cities of Boynton Beach, Delray Beach and Lake Worth.

Contact: **City of Boynton Beach Procurement Services**
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435
Julianne Alibrandi
(561) 742-6322

Office Hours: **MONDAY – THURSDAY, 8:00 A.M. TO 6:00 P.M.**

REQUEST FOR BID

TO

FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME

BID No.: 009-2821-13/JMA

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **November 5, 2012** at **2:30 P.M. (LOCAL TIME)** in Procurement Services located on the second floor of City Hall, 100 E. Boynton Beach Boulevard, Boynton Beach, FL. 33435.

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Procurement Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be receiv ed late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response , to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, and three (3) copies,** of the bid response shall be submitted in one sealed package clearly marked on the outside **BID TO FURNISH, DELIVER, AND DISCHARGE BULK QUICKLIME"** to: City of Boynton Beach, Procurement Services, P.O. Box 310, 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425-0310.

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

F. The City of Boynton Beach reserves the right to reject any or all bids, to waive any informalities or irregularities in any proposals received, to re-advertise for bids, to award in whole or in part to one or more bidders, or take any other such actions that may be deemed to be in the best interests of the City.

COOPERATIVE PURCHASING

The Invitation for Bid represents a cooperative procurement for the **Palm Beach County Purchasing Cooperative.**

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Palm Beach County Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.

- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.

- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.

- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

AGENCY	DELIVERY ADDRESS	CITY/STATE/ZIP	CONTACT	PHONE
City of Boynton Beach	East Water Treatment Plant 124 E. Woolbright Rd.	Boynton Beach, FL 33435	Julianne Alibrandi, Buyer	(561) 742-6322
City of Delray Beach	Delray Beach Water Treatment Plant 200 SW 6th Street	Delray Beach, FL 33444	Patsy Nadal, Purchasing Agent	(561) 243-7161
City of Lake Worth	Lake Worth Water Treatment Plant 301 College Street	Lake Worth, FL 33460	Kari Hansen, Purchasing Agent	(561) 586-1674

SPECIAL CONDITIONS

1. PURPOSE OF BID

The City of Boynton Beach is requesting bids from vendors to supply quicklime per the conditions and specifications contained in this document. **The contract term shall be for an initial period of two years** with the option to renew for three (3) additional one (1) year periods providing that all parties agree to the extension and renewal terms.

This is a Cooperative Invitation to Bid issued by the City of Boynton Beach on behalf of the participating governmental agencies referenced within this bid document.

2. PRICING

All bid prices, prior to award, shall be effective for a minimum of 90 days after bid opening date.

3. POST SALE AUDIT ADJUSTMENT

All items sold to the participating co-op entities as a result of this bid are subject to Post Sale Audit Adjustment. In the event an audit indicates a vendor has not honored quoted price lists and discounts, the vendor will be liable for any and all overage charges.

4. MARKET CONDITIONS

The participating co-op entities reserve the right to purchase on the open market should lower market prices prevail, at which time the successful bidder shall have the option of meeting the lower price or relieving the participating co-op entities of any obligation previously understood.

5. AWARD

Award will be made to the responsible, responsive bidder meeting specifications, and is in the best interest of the participating entities.

6. METHOD OF ORDERING

Items shall be ordered via individual purchase orders and/or blanket order releases on an “as needed” basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

7. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work hours and after hours, weekends, and holidays must be identified.

8. COMPETENCY OF BIDDERS

Pre-award inspection of the bidder’s facility may be made prior to award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid and who can provide evidence that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term

"equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the most business practices in the industry and as determined by the proper authorities of participating co-op entity.

9. CANCELLATION

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the participating co-op entities performance standards.

10. RIGHT TO TERMINATE

In the event that any of the provisions of the contract are violated by the successful bidder, the City Of Boynton Beach, a lead agency, in coordination with the participating governmental entities may serve written notice upon such bidder of its intention to terminate the contract.

11. AS SPECIFIED

A purchase order or blanket purchase order will be issued to the successful bidder with the understanding that all Quicklime delivered must meet the specifications herein. Quicklime delivered not as specified will be returned at the bidder's expense.

At the option of the participating co-op entities, samples from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

12. TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosivity, and reactivity;

   2. The known acute and chronic health effects or risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

3. The primary routes of entry and symptoms of overexposure.

C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

D. The emergency procedure for spills, fire, disposal, and first aid.

E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that t he information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

14. REGULATORY COMPLIANCE

The Bidder shall submit a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards).

15. SECURITY

The awarded Vendor shall be required to complete the "Vendor Pass Request Form" (See attached Exhibit A) with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor with the notification of award letter. Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the City within twenty-four (24) hours of the personnel change by modification of the names submitted on the original Vendor Pass Request Form.

All personnel shall check in with the Security Guard or Operator on duty immediately upon arrival at the delivery location. Photo identification, purpose of visit, and name of City staff contact shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor will not release, discuss, or share any information on systems, equipment and/or operations with any non City personnel.

Upon leaving premises, all personnel shall be requir ed to check out with the Security Guard or Operator on duty.

The awarded Vendor shall be held responsible for complying with these procedures.

16. QUANTITY

The quantities shown are estimated as annual requirements. The participating co-op entities reserve the right to increase or decrease the total quantities as necessary to meet actual requirements.

17. INSURANCE REQUIRED

See Attachment "A".

18. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the participating co-op entities and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the participating co-op entity, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any subcontractor, any one directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; of c) liens, claims or actions made by the Contractor or any subcontractor or other party performing the Work.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by any participating Co-op entity to enforce this agreement shall be borne by Contractor.

19. EXTENSION

The successful bidder shall be awarded a contract for two (2) years with the option to renew the contract for three (3) additional one (1) year periods. Option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal will be subject to appropriation of funds by each participating co-op entity.

20. PROTECTION OF PROPERTY

The successful bidder shall at all times guard against damage or loss to the property of each participating co-op entity or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. Each participating co-op entity may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents.

21. TRANSFER PROHIBITED

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the corresponding governmental entity.

22. PAYMENT

Payments shall be made on a per-order (delivery) or monthly statement basis (for actual deliveries made). All invoices submitted for paym ent must include certified weight certificates indicating gross, tare and net weights in addition to showing the purchase order number and must be directed to the appropriate governmental entity.

23. OBLIGATION OF PARTICIPATING GOVERNMENTAL ENTITIES

IT IS FURTHER UNDERSTOOD THAT AT NO TIME WILL ANY ENTITY OR MUNICIPALITY BE OBLIGATED TO PLACE AN ORDER WITH THE CONTRACT AWARDEE SHOULD THAT AWARD BE AGAINST THE BEST INTERESTS OF THAT GOVERNMENTAL UNIT.

24. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges.

A. Pricing shall be based on delivered cost per ton. The contract sum includes all labor, materials and freight charges. Pricing shall be firm for the initial period of December 16, 2012 until June 1, 2013. Pricing changes will be allowable twice per year In accordance with Section 24. C. “Escalation/De-escalation”.

B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices, or published rates of the Vendor’s rail carrier. Vendor shall provide documentation regarding the rail carrier’s pricing as part of the request for an adjustment to the rail surcharge.

Trucking Surcharge – The truck fuel surcharge rate will be based on the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration for the third Monday of May and November. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported.

C. Escalation/De-escalation:

1. The City will accept price adjustments on December 1 st each year. The Vendor must submit sufficient documentation to be given consideration for a price increase, and must pass on a price decrease when the Vendor’s costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt’s Coal Index, U.S. Bureau of Labor Statistics (BLS), reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Crushed and Broken Limestone Index, BLS Mining Machinery and Equipment Index, and copies of vendor monthly internal cost reports and/or actual invoices.

2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors provided to the Purchasing Department. All Rail and Truck fuel surcharges may be adjusted on June 1st and December 1st of the contract term.

3. Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Vendor's profit margin shall be permitted. All cost increases must be approved by the City in writing before going into effect.

25. DELIVERIES

It is the Cooperative's intent to purchase bulk quicklime from a source that will provide prompt and convenient shipment and service. Consideration will be given therefore to the supplier's method of delivery and to his reliability. If delivery requirements cannot be consistently met, the Cooperative reserves the right to cancel any award and to purchase this product on the open market.

A. Deliveries are required within 48 hours of the receipt of an order from any participating entity. Deliveries to each location must be made during normal working hours unless special arrangements have been made by a particular entity.

B. Delivery is required via pneumatic truck in approximately twenty-five (25) ton truckloads. Product must be discharged by the vehicle operator into storage silos at each entity's utility location listed above.

C. Certified weight certificates must be furnished with all invoices indicating gross, tare and net weights, and the appropriate purchase order number.

D. The Co-operative will not pay charges for time spent unloading due to in-experienced drivers, mechanical failure (truck or compressor, etc.), broken or plugged air lines, hoses, or valves. No additional charges for split loads (if tanker doesn't empty out and delivers balance of load to another unit water plant) will be accepted.

E. The successful bidder will be responsible for setting up a routine delivery schedule with each entity's plant supervisory personnel. Any changes in this schedule must be approved by the appropriate authority.

26. LOCATION OF DELIVERIES

GOVERNMENTAL UNIT	APPROXIMATE QUANTITY	DELIVERY LOCATION
City of Boynton Beach 124 E. Woolbright Road Boynton Beach, FL 33435	**1,100 TONS** **Special Requirements:**	1620 S. Seacrest Blvd. Boynton Beach, FL 33435 **No loads before 7:00 A.M. Monday thru Friday. Saturday if needed.**
City of Delray Beach 100 N.W. 1st Avenue Delray Beach, FL 33444	**91 TONS** **Special Requirements:**	200 S.W. 6th Street Delray Beach, FL 33444 **Delivery Time - Monday thru Friday 7:00 A.M. to 4:00 P.M.**
City of Lake Worth 1900 2nd Avenue N. Lake Worth, FL 33461-4298	**350 TONS** **Special Requirement:**	301 S. College Street Lake Worth, FL 33460 **Delivery Time – Monday thru Friday 7:00 A.M. to 5:00 P.M,**
AGGREGATE TOTAL:	**1541 TONS**	

27. NOTICE OF AWARD

The City Of Boynton Beach, as lead agency, will issue a "Notice of Award Letter" to the awardee. However, it is and shall be understood and agreed that a Contract shall not be deemed to be awarded and validly entered into between the successful bidder and each participating governmental entity until written notice has been given to the awarded vendor by the entity through its authorized agent, and purchase order shall be issued to the bidder covering same.

28. SPECIFICATIONS FOR BULK QUICKLIME

A. SAMPLE ANALYSIS

The successful bidder's product will be tested weekly for a period of time established by any entity to determine if quicklime consistently meet s bid specifications. Tests can be conducted by each participating co-op entity. **Failure to consistently meet required bid specifications for product quality will be grounds for contract termination.**

B. PRODUCT SPECIFICATIONS

The pebble quicklime shall conform to ANSI/AWWA Standard B202-07 (revision of ANSI/AWWA B202-02), "Quicklime and Hydrated Lime", and shall be substantially free from foreign and deleterious matter, core, iron, ash and dirt. The amount of insoluble matter is not to exceed 5.0 percent.

IN THE EVENT ANY SHIPMENT RECEIVED CONTAINS INSOLUBLE MATTER IN EXCESS OF 5.0 PERCENT, THIS SHALL BE GROUNDS FOR IMMEDIATE CANCELLATION.

Its predominate physical size shall range from 1/4" to 3/8" with no more than 2" of each shipment passing through a No. 100 U.S. Standard sieve at the producer's plant. There shall not be more than 0.5% retained on a No. 100 mesh sieve and 99.5% passing, after slaking and wet washing.

There shall be a minimum of 92% available CaO as determined by chemical analysis in accordance with ANSI/AWWA Standard B202-07, Section 5.3.2. Also, in accordance with this standard, there shall also be a minimum 40 degree C rise in temperature within three minutes; the slaking reaction is to be complete within 10 minutes (Section 5.4.1).

All requirements for National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection, or Palm Beach County Health Unit will be met.

C. QUALITY CONTROL REQUIREMENTS

A physical and chemical analysis MUST be furnished with each delivery. The analysis shall be certified and performed by a reputable recognized testing laboratory. A one-pound, air-tight sample, MUST also accompany each load delivered.

There shall be a minimum of 92% available Ca0. Added to that, each entity reserves the right to reject, at supplier's expense, any shipment, which fails to meet the specifications given above. The supplier shall be given ten days after notification of any such failure to arrange for a reputable independent laboratory to analyze one (1) of the retained samples from the shipment in question. Both the entity and the supplier will be bound by such determination. The laboratory fee covering any such analysis will be paid by the entity if the results pass inspection or by the supplier if they fail.

If the material has been unloaded and placed in the entity's storage silos prior to obtaining final test results, the supplier shall reimburse the entity at the rate of 2% of the delivered cost per ton for each percentage point that the material fails to meet the 92% minimum available calcium oxide.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from

any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ON PUBLIC ENTITY CRIMES - All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:This bid may be expanded to include other governmental agencies. In some cases, Cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between the City of Boynton Beach and the other public agency. All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to **ALL POLITICAL SUBDIVISIONS OF PALM BEACH COUNTY, FLORIDA**, and the Palm Beach County School Board, under the same conditions, for the same price(s) and the same effective period as this bid. This agreement in no way restricts or interferes with the right of **ANY POLITICAL SUBDIVISION OF PALM BEACH COUNTY, FLORIDA**, and the Palm Beach County School Board, to re-bid any or all items. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request constitutes a bid made under the same conditions, for the same Contract price, and for the same effective period as this bid, to the **PALM BEACH COUNTY SCHOOL BOARD.**

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **UTILITIES DEPARTMENT** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at t he discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approv al and reexamination listing where such has been established.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Julianne Alibrandi,Buyer; Monday through Thursday, 8:00 A.M. to 6:00 P.M. at (561) 742-6322; E-mail alibrandij@bbfl.us**

RENEWAL: The Deputy Finance Director may renew the contract, at the same terms, conditions, and prices, for *three (3) one-year extensions* subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

Attachment "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Broadcast Date: October 11, 2012

Bid Title: **"FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME"**

Bid Number: **009-2821-13/JMA**

Bid Received By: **NOVEMBER 5, 2012, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **November 5, 2012, no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

_____
Authorized Signature

_____
Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PROPOSAL BLANK

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA TO FURNISH, DELIVER AND DISCHARGE QUICKLIME

To All Bidders: Date: _____

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate proposal sheet for each.

The undersigned proposes to furnish, deliver and discharge the quicklime in accordance with the specifications for the sum of:

NAME OF CITY	QUANTITY IN TONS	BASE PRICE PER TON	FREIGHT RATE PER TON ***RAIL***	FREIGHT RATE PER TON ***TRUCK***	**EXTENDED TOTAL AMOUNT**
City of Boynton Beach	**1,100**				
City of Delray Beach	**91**				
City of Lake Worth	**350**				

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is_____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

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

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any co llusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boyn ton Beach or any person interested in the proposed Contract; and

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

(Signed)_____
_

Subscribed and sworn to before me (Title) _____

This _____ day of _____, 20 _____

My commission expires _____

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ ,20 ____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ Yes _____ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL
MOB – 1

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

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

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

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Vendor's Signature

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

_____
CONTRACTOR NAME

By_____

Title: _____

Date: _____

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BECONSIDERED COMPLETE AND ACCEPTABLE

EXHIBIT A

VENDOR PASS REQUEST

VENDOR NAME: _____

VENDOR ADDRESS: _____

_____

Vendor Contact Name: _____

Vendor Contact Phone No.: _____

LIST OF VENDOR EMPLOYEES REQUIRING ENTRY TO FACILITIES:
(Picture identification is required for all listed individuals.)

NAME	WORK TO BE PERFORMED

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No.: **009-2821-13/JMA** to **"Furnish, Deliver and Discharge Bulk Quicklime"** because of the following reasons:

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

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

AMENDMENT TO AGREEMENT TO FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME (CO-OPERATIVE BID AGREEMENT)

THIS AMENDMENT ("Amendment" hereafter) is made as of the _____ day of _____, 2016, by and between the CITY OF LAKE WORTH, 7 N. Dixie Highway, Lake Worth, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY" hereafter), and LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, 4720 Cleveland Heights Blvd., Suite 203, Lakeland, FL 33813 ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY as part of the Palm Beach County Purchasing Cooperative participated in the issuance of an invitation to bid for quicklime services (City of Boynton Beach Bid No. 009-2821-13/JMA) (the "ITB"); and,

WHEREAS, on or about December 4, 2012, the CONTRACTOR was awarded the ITB; and,

WHEREAS, pursuant to the ITB, the CITY must directly award a contract with the CONTRACTOR for quicklime services; and,

WHEREAS, the CITY entered a direct agreement with the CONTRACTOR and such agreement expired on December 15, 2016 (the "Agreement"); and,

WHEREAS, the City of Boynton has extended the term of the ITB through December 15, 2017; and,

WHEREAS, the CITY desires to amend its Agreement with the CONTRACTOR to extend the term through December 15, 2017.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Incorporated Documents. The Palm Beach County Purchasing Cooperative ITB and the CONTRACTOR's responsive Bid are hereby incorporated by reference into and expressly made a part of this Amendment as if set forth at length herein. The term of this Amendment shall be consistent with the term of the ITB or as it may be renewed and shall expire on December 15, 2017 (unless earlier terminated or extended pursuant to the ITB).

3. Cost per ton. The CITY's purchase of quicklime services shall be consistent with the ITB. The cost per ton shall increase by $11.53 and the cost per ton shall be $287.37 delivered.

4. Miscellaneous.

A. Except as provided in the Amendment regarding the extension of the term and increase in the cost, all terms and conditions of the Agreement remain in full force and effect.

B. This Amendment, the prior amendments and the Agreement set forth the complete agreement between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Amendment to the Agreement to Furnish, Deliver and Discharge Bulk Quicklime as of the day and year first above written.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **LHOIST NORTH AMERICA OF ALABAMA, LLC**

By: _____

[Corporate Seal]

Print Name: M. Oliver Booth

Title: Director of Sales

STATE OF Alabama)
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 30th day of November, 2016 by M. Oliver Booth, as Director of Sales (title), of LHOIST NORTH AMERICA OF ALABAMA, LLC, a foreign corporation authorized to do business in the State of Florida, and who has authority to legally bind LHOIST NORTH AMERICA OF ALABAMA, LLC, and who is personally known to me or who has produced the following _____ as identification.

_____
NOTARY PUBLIC

ANASTASIA R BIRD
Notary Public
Alabama State at Large

My Commission expires:
May 27, 2020

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Human Resources/ Risk Management

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EXECUTIVE BRIEF

TITLE:
First Amendment to Professional Services Agreement with Ben Few & Company, Inc.

SUMMARY: This is a request to amend the agreement the City has with Ben Few & Company, Inc. for risk management services. The amendment will extend the agreement to September 30, 2017, at the same fee of $60,000.00 annually or $5,000.00 monthly.

BACKGROUND AND JUSTIFICATION:
The City of Lake Worth has utilized Ben Few & Company's services (hereinafter "Consultant") since 2011, when Consultant was selected through a competitive selection process. The City entered into a new professional services agreement for comprehensive risk management services with Consultant on September 30, 2015, which expanded services provided by consultant. Since that time, Consultant has worked closely with in-house staff to facilitate, among other things, the RFP process for the selection of an insurance broker for appropriate insurance coverages, and for selection of a third-party manager to assist the city with investigations and adjustment of claims. In addition, Consultant has assisted staff with risk management issues throughout the City. Consultant will continue in this capacity until staff is able to handle all risk management issues in-house, a goal that management is working to achieve during this fiscal year.

The First Amendment to the Professional Services Agreement provides for an extension for one year and keeps the fee at $60,000.00 annually or $5,000.00 monthly. The Agreement may be terminated, at any time, with a 30-day notice to either party.

Staff recommends approval of the First Amendment.

MOTION:
I move to approve/not approve the First Amendment to the Professional Services Agreement with Ben Few & Company.

ATTACHMENT(S):
Fiscal Impact Analysis
Amendment
2015 Agreement

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	60,000	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	60,000	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Human Resources	Risk Management Services / Ben Fews						
Account Number (s)	**Account Description**	**Project #**		**FY 2017 Budget**	**Available Balance**	**Agenda Expenses**	**Remaining Balance**
520-1331-513-34-50	Contracts	N/A		102,000	96,000	(60,000)	42,000

C. Department Fiscal Review: ___LS___

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made this _____day of _____, 2016, between the City of Lake Worth, Florida, a municipal corporation ("City"), and Ben Few & Company, Inc., a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City has utilized Consultant's risk management services since 2011, when Consultant was selected through a competitive selection process; and

WHEREAS, the City and Consultant entered into a new Professional Services Agreement for Comprehensive Risk Management Services (the "Agreement") on September 30, 2015, which expanded the services provided by Consultant under the original agreement; and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2017; and

WHEREAS, this First Amendment shall be retroactive to September 30, 2016; and

WHEREAS, the remainder of the Agreement will remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this First Amendment as true and correct statements.

SECTION 2: AMENDMENTS TO AGREEMENT.

a. The term of the Agreement as set forth in section 4a is extended from September 30, 2016, to September 30, 2017, unless earlier terminated as set forth in the Agreement.

b. The total amount to be paid to the Consultant as set forth in section 5a shall not exceed sixty thousand dollars ($60,000) for the additional year of service, said payment to be made at a rate of $5,000 per month.

SECTION 3: ENTIRETY OF AGREEMENT. The City and the Consultant agree that the Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement or this amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 4: EFFECTIVENESS. Except for the provisions of the Agreement specifically modified by the First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment 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

BEN FEW & COMPANY, INC

[Corporate Seal]

By: _____
Ben Few, III, CEO

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by_____, as _____ of Ben Few & Company, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

PROFESSIONAL SERVICES AGREEMENT
(Comprehensive Risk Management Services)

THIS AGREEMENT ("Agreement") is entered on 30 day of Sept., 2015, by and between the City of Lake Worth, a Florida municipal corporation ("City") and Ben Few & Company, Inc., a Florida corporation ("Consultant").

RECITALS

WHEREAS, since February 3, 2011, pursuant to a competitive selection process, the City has been utilizing the Consultant for Risk Management advisory services including, but not limited to, analyzing claims, identifying risk, reviewing insurance policies, assisting in closing reserve accounts and advising on risk-related issues; and

WHEREAS, the City's Agreement with the Consultant is set to expire in February 2016; and

WHEREAS, the City is in need of additional risk management consultant services including, without limitation, acting as the City's liaison with the City's third party administrators for claims, developing claims and insurance budget for each fiscal year and providing claims analysis for City staff; and

WHEREAS, the Consultant has submitted a proposed scope of services to address the City's current and additional risk management needs; and

WHEREAS, the City desires to engage the Consultant as its primary risk management consultant; and

WHEREAS, pursuant to section 2-112(c)(6) of the City's procurement code, the City is authorized to directly contract with Consultant for the provision of professional services; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall provide those risk management services as set forth in Exhibit "A" attached hereto and incorporated herein. The parties existing Professional Services Agreement, entered on February 3, 2011 and expiring February 2, 2016 is hereby terminated.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, LIQUIDATED DAMAGES AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the City Commission and shall be for one (1) year unless earlier terminated as stated herein. The term may be extended by written agreement of the parties.

b. Time for Completion. Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or City shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

e. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

f. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

g. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants.

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

3. Continue and complete all parts of the services that have not been terminated.

h. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The City agrees to compensate the Consultant in accordance with the fee schedule set forth in **Exhibit "A"; provided that, the total amount to be paid the Consultant under this Agreement shall not exceed sixty thousand dollars ($60,000.00) for the initial one year term**. The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its

officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property,	$1, 000,000 per occurrence

Independent Consultant, personal injury)	$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

and if sent to the Consultant, shall be sent to:

Ben Few & Company, Inc.
4560 Via Royale, Suite 3
Fort Myers, FL 33919

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS . Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the City shall become the property of the City upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, Michael E. Burton hereby represents to the City that he has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

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

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

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

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

SECTION 34: CONFIDENTIAL AND PROPRIETARY INFORMATION. Each party (the "Receiving Party") will keep confidential and not disclose to any other person or entity or use (except as expressly and unambiguously authorized by this Agreement) information, technology or software ("Confidential Information") obtained from the other party (the

"Disclosing Party"); provided, however, that the Receiving Party will not be prohibited from disclosing or using information (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) that is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential Information, (iv) that is already in the Receiving Party's possession at the time of disclosure, or (v) that is required to be released by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Comprehensive Risk Management Services) as of the day and year set forth above.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, City Attorney

BEN FEW & COMPANY, INC.

By: _____
Ben Few, III CEO

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 22nd day of Sept, 2015, by Ben Few, III, as CEO of Ben Few & Company, Inc., a Florida corporation, and who is personally known to me or who has produced the following _____ as identification.

_____
Linda S. Cohen
Notary Public

LINDA S. COHEN
Notary Public - State of Florida
My Comm. Expires Jan 25, 2019
Commission # FF 171827
Bonded through National Notary Assn.

EXHIBIT "A"

CONSULTANT's Scope of Services

For your reference, the following scope represents the services offered in a full-time consulting capacity and offers a glimpse into our working relationship with clients. Your program will consist of, but not be limited to the following services:

1. Be available on a daily basis to assist the Client's staff with general questions, process development, and contract reviews.

> Ben Few III and Ben Few IV are available on a daily basis to all accounts they handle. They can be reached either by phone or email 24/7, and can be on the Client's premises in three hours, if need be. Process development and contract review are part of our standard service package delivered to clients to stay consistent with the risk transfer methods chosen.

2. Organize a systematic collection of data that is required for renewals and policy maintenance. This is done in a manner to minimize time demands on staff.

> All client data is initially collected by our firm and electronically stored in our secured system in order to build a baseline for necessary future information. This information is kept on file in our office, so that minimal requests for information are made to the Client's staff. We offer our 'total policy management system' so that staff does not have to be involved at all, should they so desire. Once we have stored the information in our system, only that information that is subject to change may necessitate a request for an update from Client's staff (i.e. annual revenue basis, payrolls, etc.) We would anticipate regular communication with the Client's staff in general, so there would be constant dialogue with regard to any changes being made.

3. Complete all policy applications (except signatures) and present to the Client's staff for review and signature.

> This is done for all clients, and is part of our total policy/data management system. Once the information is in our system, only minor adjustments need to be made, thus requiring less man hours from the Client's staff.

4. Act as a liaison between the Client's staff, brokers and other service providers to review policies for accuracy and follow up with brokers to resolve issues.

Ben Few & Company, Inc. acts the main point of contact between all risk management service providers and all of our clients. In this way, we are able to streamline any requests for information that may become necessary, again relieving pressure on the Client's for man hours.

5. Direct bidding and placement of all coverage and services associated with the Self Insurance Program.

> Ben Few & Company, Inc. not only handles this particular service for our self-insured governmental/municipal clients, but for all of our private clients as well. Normally, it is our standard practice to engage the marketplace on behalf of clients every three years, but ultimately it is the client's decision on the frequency with which we go to bid. We prepare the specifications, issue the RFP, manage inquiries, receive proposals, evaluate proposals and present them to the Client's staff with an analysis and recommendation for approval. The entire process is facilitated by our office, so that client staff is free for other priorities.
>
> Ben Few & Company, Inc. is well known and respected in the Florida market place as an independent, unbiased and well versed Risk Management Consulting firm and will be able to fairly bring all possible

markets into the RFP process. We have specific and extensive experience working with the major municipal insurance markets (PGIT, FMIT, Gallagher, etc.).

6. Provide a copy of all exposure data, loss information and applications that are submitted for marketing.

As part of our client filing system, all data—whether exposure, loss, financial or otherwise—is safely stored in our secured system, and electronically available to our clients at any time.

7. Follow-up on all policy maintenance requirements, such as workers compensation audits and builders risk reports.

Again, our firm maintains all policies for our clients, as part of our total policy management system, so this part of the scope of services is simply an extension of that. We prepare audit projections for all of our clients, both municipal and private, so that they know what to expect well before the audit takes place. We also like to be on premises when audits take place to ensure they are done accurately, as many times, questions from auditors can result in unnecessary reclassification of certain exposures.

8. Manage Certificate of Insurance issuances to assure they are in compliance with Client's coverage and internal procedures (Brokers will issue certificates, but the certificate terms should be monitored by the consultant).

This has become a necessary process with the newer Acord forms causing quite a bit of confusion between insureds and certificate holders of all sorts. Ben Few & Company, Inc. monitors all certificate specifics, both required of our clients and required by them to make sure all risk transfer methods are consistent.

9. Present a preliminary risk management budget to the Client each year.

This is done with all clients. We will prepare projected budgets based on perceived market conditions, along with expected loss results.

10. Present a final risk management budget to the Client each year.

The preliminary budget will be amended to reflect the actual costs of the new program.

11. Assist with developing needs for insurances not directly related to the self-insured program.

We help our clients develop all types of unique loss transfer methods, from the traditional purchase of insurance to self-insurance programs and reserving for losses not necessarily thought to be insurable.

12. Identify risk exposures and update exposure data to determine insurance policies' need for amendment.

This function goes hand-in-hand with our policy management system. Since we meet (and communicate) with clients on a regular basis, we are able to stay on top of any new or different exposures they may be facing due to change in business landscape, re-structuring, new endeavors, etc. We are able to advise all our clients on best practices for identifying new exposures as they are created, in ways that fit seamlessly into the clients' daily routines, so nothing is overlooked. The policy management system helps to support this as the information is accessible at any time, making it easy to manipulate at a moment's notice.

13. Provide loss fund recommendation reports to the Client each year, based on the corresponding actuarial reports.

Again, this a function provided to our current self-insured clients, and we anticipate providing the service for the City of Lake Worth.

14. Obtain & review all binders prior to submission to the Client.
Follow-up for receipt of and review all issued policies to assure they are complete and in compliance with quotes. Confirm accuracy, resolve any deficiencies in writing with the broker/carrier and provide the Client with documentation of the outcome.

This part of Ben Few & Company, Inc.'s total policy management system is to review binders upon receipt, and subsequently, policies for accuracy. This is included in our standard service package.

15. Review all policies prior to delivering to the Client, providing comments to show endorsements' impact within the policy wording. Also, PDF copies of all policies should be prepared for the Client and provided on DVD/CD.

As mentioned in point 14, policies are reviewed for accuracy, but a risk analysis of the various endorsement implications can be provided to the Client. Generally, we like to specify which endorsements/exclusions our clients want or do not want before we go to bid for certain coverages, so that our clients know what to expect throughout the process.

16. Assist with the development of documents as needed for any insurance related competitive process, i.e. Request for Proposals, Request for Information, Request for Qualifications, etc.

As mentioned in point 5, this is contemplated under our standard service package. Should the risk manager not want us to completely handle the competitive process in question, we are happy to help in any capacity.

17. Advise the Client of new options or funding techniques in insured and self-insured areas as well as any major new or pending legislation in any field which would affect Client's total benefit programs.

Ben Few & Company, Inc. strives to stay abreast of the latest trends and developments in the insurance industry as a whole and is dedicated to providing this information to its clients. Through membership in various professional organizations (SRMC, RIMS, PRIMA, FAIA), subscriptions to industry publications, and extensive continuing education, we are able to keep clients apprised of the latest developments in risk transfer methods, whether through self-insurance or fully-transferred products and the accompanying legislative mandates.

18. Acting on behalf of the Client, if authorized to do so by the Client in any claims.

Our firm is able to offer claim support if requested to do so by the Client. We currently provide claim support to many of our clients, both public and private.

19. Assist as committee review member or assist in the evaluation of responses to Request for Proposals, Request for Information, Request for Qualifications or as needed for any insurance related competitive process, i.e. brokers and TPA services.

As mentioned in the response to point 5, this is a standard service we provide to all of our clients. Should the Client wish, we can either handle these processes in a completely independent fashion or as part of a committee.

20. Attend Client Board meetings as needed.

In addition to meetings, Ben Few & Company, Inc. is available—and prefers—to meet face-to-face with our assigned point of contact on a regular basis, whether it be quarterly, monthly, etc.

21. Analyze claims against the Client on a periodic basis to determine trend of losses, and to project the effect of such trends upon the insured and self-insured programs. Analyze claims and loss experience to determine trend of losses and to project the effect of such trends upon the level of fund balance in the self insurance fund and to recommend appropriate levels of fund balance to maintain.

This is an integral part of the risk management process. In the response to point 13, it is mentioned that we provide loss fund recommendations to the Client—claims data plays a significant role in figuring various risk retention levels and loss funding techniques. We provide loss control and subsequent loss data analysis to most, if not all, of our clients to keep track of any developing trends. While it is our goal to eliminate any trend before it has the chance to begin, we are able to identify problematic areas and implement safety programs or other loss control measures to act as preventative maintenance through our program.

22. Continuously monitor the Client's program in order to recommend structure changes in the program, procedures or administration.

As with our monitoring the industry as a whole, we monitor our clients' programs to make sure they are as efficient and effective as possible. The biggest part of the fundamental risk management process is to make sure that the program that has been implemented is gauged for success along the way and adjusted if necessary for maximum impact.

23. Assist the Client in closing reserve accounts under prior Client insurance programs with insurance carriers.

This process is handled regardless of any anticipation of insurance-related competitive bid processes.

24. Assist with education, as needed, with City staff.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Attorney/Economic Dev.

EXECUTIVE BRIEF

TITLE:
Amendment to an Economic DevelopmentAdministration (EDA) Agreement regarding Boutwell Road

SUMMARY:
The Amendment provides EDA with an option to seek reimbursement of grant funds if right-of-way deeded properties were not needed for roadway purposes on the Boutwell Road corridor.This is a companion item to an interlocal agreement with the County on the agenda.

BACKGROUND AND JUSTIFICATION:
The City, and County as a co-applicant, was awarded a grant from the EDA regarding improvements to Boutwell Road. In order to make the improvements the City acquired additional right-of-way from adjacent property owners. The documents used to transfer the property to the City varied as some of the property was transferred by standard right-of-way deeds and other parcels by settlement agreements or warranty deeds. The two parcels that were transferred by the right-of-way deeds contained standard reverter language that in the event the right-of-way was not needed for roadway purposes then it would revert back to the owner dedicating the property. The regional office of the Economic Development Administration (EDA) has requested that the City and County execute an amendment to the original agreement to provide that if this would happen then the EDA would have the option of seeking a reimbursement of the grant funds from the City and County. This requirement will stay in place for a period of 20 years, however, it will not apply to the entire grant award but only that portion of funds as it relates to the proportion of the area deeded by the right-of-way deeds and the total area obtained by the City, which is approximately 46 percent.

MOTION:
I move to approve/not approve the Amendment to the EDA Grant Award Agreement.

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

FORM CD-451
COMMERCE
(REV 12-14)

U.S. DEPARTMENT OF

☒ GRANT ☐ COOPERATIVE AGREEMENT

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
04-01-07113

CFDA NO. AND NAME
11.300 Public Works Program

PROJECT TITLE
Infrastructure Improvements

RECIPIENT NAME
City of Lake Worth

AMENDMENT NUMBER
2

STREET ADDRESS
7 North Dixie Highway

EFFECTIVE DATE
Date of Amendment Approval

CITY, STATE, ZIP CODE
Lake Worth, Florida 33460

EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE)

RECIPIENT NAME
Palm Beach County Board of County Commissioners

STREET ADDRESS
100 Australian Avenue

CITY, STATE, ZIP CODE
Lake Worth, Florida 33460

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	$	$	$	$
RECIPIENT SHARE OF COST	$	$	$	$
TOTAL ESTIMATED COST	$	$	$	$

REASON(S) FOR AMENDMENT.
Add a Special Award Condition - REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

☒ Special Award Conditions
☐ Line Item Budget
☐ Other(s):____.

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
H. Philip Paradice, Jr., Director, Atlanta Region
DATE 11/23/16

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Pam Triolo, Mayor, City of Lake Worth
DATE

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Paulette Burdick, Mayor, Palm Beach County Board of Commissioners
DATE

Investment No. 04-01-07113

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

Public Works and Development Facilities
Amendment No.2

Investment No.: 04-01-07113

Recipient: City of Lake Worth/ Palm Beach County Board of County Commissioners, FL

The following amended award condition(s) is added:

AMENDED SPECIAL AWARD CONDITION

18. REVERTER CLAUSE IN TITLE/RECIPIENTS' OBLIGATIONS: Recipients acknowledge and agree that the title to two parcels of land required for and included in the Project are derived from the following deeds:

A.) Right-Of-Way Deed dated August 10, 2016 from Boynton Holdings, LLC to the City of Lake Worth, Florida (hereinafter the "City") recorded in Official Records Book 28519 at Page 413, and

B.) Right-Of-Way Deed dated January 6, 2016 from Florida Railroad, LLC to the City recorded in Official Records Book 28048 at Page 1516

both Deeds are recorded in the Public Records of Palm Beach County, Florida (hereinafter individually and/or collectively the "Deeds").

Both Deeds contain a reverter clause (hereinafter individually and/or collectively the "Reverter Clauses") which provides that if the lands conveyed by the Deeds to the City are ever discontinued or abandoned as a public highway or street title to the lands conveyed by the Deeds shall revert to and revest in the respective grantors in each of the Deeds.

Recipients further acknowledge and agree that this Award and the Government's regulations at 13 C.F.R. § 314.7(a) require that at all times during the Estimated Useful Life of the Project (which is hereby determined to be twenty (20) years from the date the Government signed this Award) title to real property improved with the Government's funds must be vested in one or both of the Recipients. Therefor Recipients agree to continuously use and hold title to the real property conveyed by the Deeds to the City, without any interruption whatsoever, from the dates of each of the respective Deeds only for such purposes as authorized in the Deeds so that title to said real estate conveyed by the Deeds does not revert to or revest in either of the respective grantors of the Deeds. Recipient represents to the Government, and the Government does rely on this representation, in making disbursement of funds pursuant to and as provided

in this Award, that the City has and will at all times during said Estimated Useful Life hold fee simple title to lands described in and conveyed by the Deeds to the City.

If for any or no reason, title to the real property conveyed by the Deeds to the City does, in fact, revert to or revest in either of the respective grantors of the Deeds by operation of and/or pursuant to the Reverter Clauses, Recipients, jointly and severally, agree to promptly take any and all available and necessary commercially reasonable and/or legal action (hereinafter the "Required Action") to vest title to the subject real property in either or both of the Recipients so the reason for and purpose of this Award will continue to operate as intended by the Government and the Recipients. Recipients, or either of them individually, agree to give immediate written notice (hereinafter the "Notice") to the Government if title to any of the subject real estate no longer is vested in the City. The Recipients, individually or jointly, shall commence such Required Action within forty-five (45) calendar days from the date of the Notice to the Government. Recipients acknowledge and agree that at all times the Project funded by EDA the Recipients shall ensure the continuous and uninterrupted use of the subject property as a right-of-way and easement for public highway, street, and public utility purposes as contemplated in the Deeds.

For purposes of this Special Award Condition, Required Action includes, but is not limited to, a.) entering into good faith negotiations for purchasing from such respective grantor(s), or their successors in title, the lands that reverted to and have revested in the respective grantor(s) in the Deeds for the purchase of said land(s), entering into appropriate purchase and sale agreement(s) to acquire said lands and promptly consummating the closing of said purchase and sale agreement(s) or b.) commencing such other appropriate civil actions, including but not limited to the exercise of the power of eminent domain, in a local court of competent jurisdiction to obtain title to the subject lands as provided above.

Recipients further represent and agree that if within a reasonable period of time, but in no event more than nine (9) months from the date of the Notice, one or both of the Recipients has not acquired fee simple title to the subject lands pursuant to the Required Action, then at the Government's request, Recipients jointly and severally agree to reimburse the Government for that portion of the Federal Share of Cost set forth on the Form CD-450 to which this and the other Special Award Conditions are attached, which shall not exceed the proportion of the property listed in the Deeds as compared to all of the property acquired by the City for this Project.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Attorney /Economic Dev.

EXECUTIVE BRIEF

TITLE:
Interlocal Agreement with the Countyregarding Boutwell Road

SUMMARY:
The Agreement provides for indemnification by the City as it relates to an Amendment to an Economic Development Administration Agreement. This is a companion item to an amendment to an Economic Development Administration Agreement also on the agenda.

BACKGROUND AND JUSTIFICATION:
The City, and County as a co-applicant, was awarded a grant from the EDA regarding improvements to Boutwell Road. In order to make the improvements the Cityacquired additional right-of-way from adjacent property owners. The documents used to transfer the property to the City varied as some of the property was transferred by standard right-of-way deeds and other parcels by settlement agreements or warranty deeds. The two parcels that were transferred by the right-of-way deeds contained standard reverter language that in the event the right-of-way was not needed for roadway purposes then it would revert back to the owner dedicating the property. The regional office of the Economic Development Administration (EDA) has requested that the City and County execute an amendment to the original agreement to provide that if this would happen then the EDA would have the option of seeking a reimbursement of the grant funds from the Cityand County. This requirement will stay in place for a period of 20 years, however, it will not apply to the entire grant award but only that portion of funds as it relates to the proportion of the area deeded by the right-of-way deeds and the total area obtained by the City, which is approximately 46 percent.

As the County has transferred their control and ownership interest in Boutwell Road to the City, they have asked that the City indemnify them as it relates to any possible payback of the grant funds to EDA. Therefore, this interlocal agreement provides that in the unlikely event the City would not use the property for right-of-way purposes and EDA requests a repayment of a portion of the grant funds the City shall be responsible for such repayment and not the County.

MOTION:
I move to approve/not approve the Interlocal Agreement with Palm Beach County.

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

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND LAKE WORTH FOR INDEMNIFICATION REGARDING THE EDA GRANT AGREEMENT

THIS INTERLOCAL AGREEMENT, entered into on this _____ day of _____ 2016, by and between **Palm Beach County**, a political subdivision of the State of Florida ("COUNTY") and **the City of Lake Worth,** a municipality duly organized and existing by virtue of the laws of the State of Florida ("CITY"), (hereinafter referred to collectively as "the Parties").

WITNESSETH

WHEREAS, the CITY and COUNTY were co-applicants on a grant request as part of EDA Award Number 04-01-07113 for the improvement of Boutwell Road; and

WHEREAS, an amendment to the award agreement has been executed between the parties that requires both parties to agree to refund the grant funds in the event certain properties obtained by the City for the Boutwell Road Project reverts back to the original property owners; and

WHEREAS, the CITY agrees to indemnify the COUNTY regarding this requirement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **PURPOSE**
   The purpose of this Agreement is for the CITY to indemnify the COUNTY as it relates to a reverter clause that is the subject of an amendment to the agreement regarding EDA Award Number 04-01-07113.

2. **TERM**
   This Agreement shall commence upon execution by both Parties and shall extend for the time period as set forth in the amendment to the agreement with EDA related to the effective time period of the reverter provision, which is 20 years.

3. **INDEMNIFICATION**
   CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against any action taken by the Federal Government as a result of the City's failure to comply with the terms of the agreement regarding EDA Award Number 04-01-07113 as it relates to the reversion of property interests on two parcels as set forth in paragraph 18 of the grant award agreement.

4. **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.

5. **AMENDMENTS**

None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.

6. **WAIVER**

It is hereby agreed to by the Parties that no waiver of a breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant or provisions of this Agreement. No waiver shall be effective unless in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

7. **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 CITY, 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.

8. **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 COUNTY and/or CITY.

9. **ENFORCEMENT COSTS**

Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement.

10. **REMEDIES**

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

11. **CAPTIONS**

The Captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

12. **CONSTRUCTION**

No party shall be considered the author of this Agreement since the Parties hereto have participated in drafting this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

13. **FILING**

Pursuant to Section 163.01(11), F.S., a copy of this Agreement and any amendments hereto shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

14. **NOTICES**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to COUNTY, notices shall be addressed to:

Palm Beach County
c/o Sherry Howard
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

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

15. **SURVIVAL OF TERMS**
The requirements of Paragraphs 7, 11, 12, 18, and 26 shall survive the expiration or earlier termination of this Agreement.

16. **RECITALS**
The recitals set forth in the whereas clauses herein are true and correct and are hereby incorporated herein by reference as if fully set forth herein.

17. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior agreements, if any, between the Parties hereto and constitute the entire understanding. The Parties hereby acknowledge that there have been and are no representatives, warranties, covenants, or undertakings other than those expressly set forth herein.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Lake Worth has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Clerk, the date and year first above written.

CITY OF LAKE WORTH

ATTESTS:

By:_____
Pamela J. Lopez, City Clerk

By:_____
Pam Triolo,
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____ FOR
Glen J. Torcivia, City Attorney

(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: _____
Paulette Burdick, Mayor
Palm Beach County

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

By: _____

Assistant County Attorney

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Attorney

EXECUTIVE BRIEF

TITLE:
Authorization of Settlement with Patricia Barron

SUMMARY:
The Item authorizes the settlement of a lawsuit, Patricia Barron v. City of Lake Worth (case number 502016CA001802 xxxx MB AB), in the total amount of $17,500.

BACKGROUND AND JUSTIFICATION:
On February 19, 2016, Patricia Barron filed a lawsuit alleging negligence against the City arising from a trip and fall in front of the Island Restaurant located at 921 Lake Avenue on August 18, 2014. Ms. Barron claimed that the inside area of her foot was caught on a raised paver on the sidewalk which caused her to fall and incur injuries to her left wrist/hand, knee, back, face and pelvis. The Plaintiff demanded $149,000 from the City in a proposal for settlement.

On November 4, 2016, the City and Ms. Barron attended court ordered mediation and ultimately reached a settlement of $17,500, inclusive of Plaintiff's costs and attorney's fees, and contingent upon City Commission approval. The settlement also requires Ms. Barron to sign a general release in favor of the City The City's outside counsel, Ben Bedard of Roberts, Reynolds, Bedard & Tuzzio, PLLC, recommends approval of the settlement and the City Attorney concurs.

MOTION:
I move to approve/not approve the settlement with Patricia Barron for $17,500 in exchange for a general release.

ATTACHMENT(S):
Fiscal Impact Analysis

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	17,500	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	17,500	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

City Attorney	Settlement of Lawsuit (Case # 502016CA001802)						
Account Number (s)	**Account Description**	**Project #**		**FY 2017 Budget**	**Available Balance**	**Agenda Expenses**	**Remaining Balance**
001-1110-514-31-10	Legal Services	N/A		668,000	574,222	(17,500)	556,722

Legal Financial Account Number: 001-1110-514-3110

C. Department Fiscal Review: _____

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Commission

EXECUTIVE BRIEF

TITLE:
Ratify a board member to the Finance Advisory Board

SUMMARY:
The Item is to ratify the appointment of Michael Murphy to the Finance Advisory Board to fill an unexpired term ending on July 31, 2019.

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.

Vice Mayor Maxwell's appointment of Michael Murphy to the Finance Advisory Board to fill an unexpired term ending July 31, 2019 is requested to be ratified.

MOTION:
I move to ratify Vice Mayor Maxwell's appointment of Michael Murphy to the Finance Advisory Board to fill an unexpired term ending on July 31, 2019.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Board Membership Log
Board Membership Application

FINANCE ADVISORY BOARD
THREE-YEAR TERMS

MEMBERS	APPOINTED	ETHICS TRAINING		EXPIRES
Jason Robinson 115 North M Street jasoncrobinson@gmail.com **(District 3 Appointee)**	10/21/2014	C: 561-685-1852	YES	7/31/2017
Judith Just 306 N. Lakeside Drive Judithjust01@hotmail.com **(District 2 Appointee)**	03/01/2016	C: 561-379-5372	YES	07/31/2017
Robert Lepa 728 N. Lakeside Drive Robert.lepa@wfadvisors.com **(Vice Mayor's Appointee)**	06/02/2015	C: 561-308-5093	YES	07/31/2018
Tom Copeland 1605 S. Palmway tommycopeland@me.com **(Mayor's Appointee)**	05/05/2015	C: 561-601-5036	YES	07/31/2018
VACANT **(Vice Mayor's Appointee)**		C:	NA	07/31/2019
Richard Guercio, Sr. 720 South Palmway **rguercio@bellsouth.net** **(District 4 Appointee)**	10/04/2016	C: 561-329-6961	YES	07/13/2019
Sherry Schmidt 4 Indigo Terrace sherry@cri-re.com **(Mayor's Appointee)**	07/31/2013	H: 954 551-1655 C: 954 551-1655	YES	07/31/2019
BOARD LIAISON Marie Elianor, Finance Director melianor@lakeworth.org		W: 561-586-1641	YES	

There is hereby created and established the City of Lake Worth Finance Advisory Board to serve in an advisory capacity to the City Commission and the City Manager. The Board shall serve to promote transparency in the City of Lake Worth's budget process and allow for additional citizen input on major financial decisions. The Board shall consult with and advise the City Manager and the City Commission in matters affecting the annual operating budget, capital improvement program and all financial policies.

Revised: November 16, 2016

Established by Ordinance No. 2010-03, effective 02/26/10, comprised of seven resident members appointed by the City Commission.

Ord. No. 2010-03, effective 2/26/10, a member who fails to attend three consecutive regularly scheduled meetings or 20% of regularly scheduled meetings held within a 12 -month period shall have his/her seat declared vacant by the City Clerk and the City Commission shall promptly fill such vacancy.

Meetings: Second Monday of each month at 6:00 pm in the City Hall Conference Room.

Expires 11/16/17

APPLICANT'S NAME: Michael Murphy
(Print name)

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

City Commission
NOV 16 2016
CLW - Received

PRIOR APPLICATION
Received ON 10/20/16

* 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)* MICHAEL D MURPHY (print)

Residence: 927 N GOLFVIEW ROAD

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: FL DRIVERS LICENSE

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 523 2145 Business Phone: (____) _____

Cell Phone: (561) 523 2145 Email Address: michael_d_murphy@hotmail.com

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? 7 YEARS

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

927 N GOLFVIEW ROAD

What is your occupation? BROKER

Employer? SELF

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. _____

2. **EDUCATION**
High School: SOUTH SIDE H.S. RVC NY Date of Graduation: 1977

College: DUKE UNIVERSITY Degree: BA, FINANCE/ECONOMICS Date of Graduation: 1982

Resume attached? yes _____ no ✓

3. **WORK EXPERIENCE**

35 YEAR CAREER IN BOND, EQUITY AND OPTIONS TRADING, SALES AND RESEARCH IN S.F., CHICAGO, LA, NY AND LONDON FOR LARGE MULTI-NATIONAL (NATWEST, KEMPER, DAIWA) BANKS BOUTIQUES (LF ROTHCHILD, IMPERIAL CAPITAL) AND START UPS
FINRA SERIES 7, 65, 66, 4, 55, 24, 63

4. **INTEREST/ACTIVITIES** LICENSED HEALTH & LIFE AGENT
LICENSED REALTOR SALES ASSOCIATE

GOLF, TENNIS, BIKING, SWIMMING, TRAVEL

5. **COMMUNITY INVOLVEMENT**

PARROT COVE MEMBER

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

I WOULD LIKE TO GIVE BACK TO THE COMMUNITY AND HELP MAKE LAKE WORTH A GREAT PLACE TO LIVE

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

~~I FEEL~~ I CAN MAKE A VALUABLE CONTRIBUTION TO THE FINANCE ADVISORY BOARD BECAUSE OF MY EDUCATION, BACKGROUND AND EXPERIENCE PARTICULARLY MY EXPERIENCE IN PRICING, PITCHING, SYNDICATING, SELLING AND TRADING FIXED INCOME SECURITIES

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

OPPORTUNITY TO MEET MORE OF MY NEIGHBORS

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.

PLEASE INITIAL X MDM

X Michael D Murphy
Signature

11/16/16
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 then select Residents/Volunteer and select the Volunteer Advisory Board application. If you need additional information, please contact Silvina Donaldson, Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

EMAIL APPLICATION TO: 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
[redacted]-085-0
MICHAEL D
MURPHY
927 N GOLFVIEW RD
LAKE WORTH, FL 33460-2301
[redacted]
ISSUED: 03-12-2013 HGT:5-10
EXPIRES: 03-05-2021
REST:
ENDORSE:
[redacted]
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Manager

EXECUTIVE BRIEF

TITLE:
Resolution No. 72-2016 – Authorize the Lake Worth Community Redevelopment Agency to issue a debenture in the amount of up to $4,000,000

SUMMARY:
The Resolution proposes to authorize the Lake Worth Community Redevelopment Agency ("CRA") to issue a debenture in the amount of up to $4,000,000 for property acquisition and other CRA projects.

BACKGROUND AND JUSTIFICATION:
Section 163.385, Florida Statutes, authorizes community redevelopment agencies to issue redevelopment revenue bonds to finance the undertaking of any community redevelopment authorized under Chapter 163, Part III, Florida Statutes. The issuance of the revenue bonds must be approved by the local governing body, which in this instance is the City of Lake Worth City Commission.

The CRA seeks to issue the revenue bonds in the form of a debenture via a Debenture Purchase Agreement with PNC Community Development Company, LLC ("PNC"), which will make the disbursements to the CRA. The amount of the debenture is not to exceed $4,000,000 and is to be payable from and secured solely by the CRA's redevelopment trust fund and the tax increment financing revenue (as defined in section 163.340(22), Florida Statutes) required to be deposited therein.

On December 5, 2016, the CRA adopted Resolution No. 2016-02 (see attached) requesting the City Commission to authorize the issuance of the CRA's debenture in the principal amount not to exceed $4,000,000.00 to provide funds for the acquisition of property and other CRA projects. CRA Resolution No. 201602 includes a copy of the PNC term sheet for the Debenture Purchase Agreement outlining the principal terms. The proposed draw period is up to 24 months with the investment term being 10 years from the date of closing.

MOTION:
I move to approve / deny Resolution No. 72-2016.

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

RESOLUTION NO. 72-2016 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY TO ISSUE A DEBENTURE IN THE AMOUNT OF UP TO $4,000,000.00 FOR PROPERTY ACQUISITION AND OTHER COMMUNITY REDEVELOPMENT AGENCY PROJECTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 2, 2000, the City Commission of the City of Lake Worth adopted Ordinance Number 2000-33 providing for the funding of the redevelopment trust fund to finance or refinance community redevelopment within the Lake Worth Community Redevelopment Area; and

WHEREAS, on July 18, 2000, the City Commission of the City of Lake Worth adopted Resolution Number 40-2000 defining the Community Redevelopment Area and making a finding of the existence of conditions in the City that warrant the expansion of the redevelopment district in accordance with Florida Statutes; and

WHEREAS, on January 2, 2001, the City Commission of the City of Lake Worth approved and adopted the Lake Worth Community Redevelopment Plan for the Community Redevelopment Area; and

WHEREAS, on December 5, 2016, the Lake Worth Community Redevelopment Agency (the "Agency") adopted Agency Resolution No. 2016-02, a copy of which is attached hereto as Exhibit "A", requesting the City Commission of the City of Lake Worth to authorize the issuance of its debenture in the principal amount of not exceeding $4,000,000.00 in order to provide funds for the acquisition of property and other CRA projects; and

WHEREAS, the City Commission, pursuant to Section 163.385, Florida Statutes, pursuant to this Resolution, supports the Agency's property acquisition and program funding goals, and adopts this Resolution to authorize the issuance of the debenture as provided in the Agency's Resolution No. 2016-02; and

WHEREAS, the City Commission of the City of Lake Worth finds that the adoption of this Resolution is in the best interest of the health, safety, and welfare of the citizens, businesses, and residents of the City of Lake Worth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOT HE CITY OF LAKE WORTH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Pursuant to the requirements of Section 163.385, Florida Statutes, the City Commission hereby authorizes the Lake Worth Community Redevelopment Agency (the "Agency") to issue a debenture in the principal amount of not exceeding $4,000,000, and having such other terms and conditions as authorized by the Agency's Resolution No. 2016-02, adopted December 5, 2016, which is attached hereto as Exhibit "A".

Section 3. This Resolution shall take effect 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 Christopher McVoy
Commissioner Andy Amoroso
Commissioner Ryan Maier

The Mayor thereupon declared this Resolution duly passed and adopted on this 13th day of December, 2016.

LAKE WORTH CITY COMMISSION

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit A

CITY OF LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO. 2016-02

A RESOLUTION OF THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING A BORROWING IN THE FORM OF THE ISSUANCE OF A DEBENTURE IN THE AMOUNT OF UP TO $4,000,000.00, SUBJECT TO THE CONDITIONS HEREIN; REQUESTING THE CITY COMMISSION OF THE CITY OF LAKE WORTH TO APPROVE THE FORM OF A DEBENTURE; AUTHORIZING THE EXECUTION OF A DEBENTURE AND A DEBENTURE PURCHASE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE, A CONFLICTS CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LAKE WORTH, FLORIDA (the "CRA"):

Section 1. Definitions. The following words and phrases shall have the following meanings when used herein:

"Authorized Signatory" means any one of the Authorized Signatories.

"Authorized Signatories" means Cary Sabol, Chair, Madlyn McKendry, Vice-Chair and/or Joan Oliva, Executive Director of the CRA.

"Debenture Amount" means up to $4,000,000.00.

Section 2. Authorization of Transaction. In order to obtain funds to finance the costs of acquisition and construction of redevelopment projects (collectively, the "Project") within the CRA's Community Redevelopment Area pursuant to the CRA's community redevelopment plan as may be approved by the CRA from time to time, the CRA is authorized to issue a Debenture to (the "Debenture") and request disbursements from PNC Community Development Company, LLC (the "Purchaser"), the amount of up to the Debenture Amount. Because of the characteristics of the transaction and the need for immediate funding, it is in the best interest of the CRA to obtain the proceeds of the Debenture through negotiation with the Purchaser.

Section 3. Acceptance of Terms. The "Terms Sheet Letter" from the Purchaser, dated December 2, 2016, and attached hereto as Exhibit A (the "Terms Sheet Letter"), is approved and accepted. Any Authorized Signatory is authorized and directed to execute the Terms Sheet Letter on behalf of the CRA.

Section 4. Debenture Purchase Agreement and Debenture. The CRA is authorized to execute a Debenture Purchase Agreement (the "Agreement") with the Purchaser and to make and deliver to the Purchaser a Debenture (the "Debenture"), both of which shall have terms and

conditions consistent with the Terms Sheet Letter and as may be negotiated with the Purchaser by the Authorized Signatories. Any Authorized Signatory is authorized and directed to execute the Agreement and Debenture with such provisions, consistent with the foregoing, as he or she may approve on behalf of the CRA, such approval to be conclusively evidenced by such execution.

Section 5. Condition Precedent. Neither the Agreement nor the Debenture shall be executed, and the Debenture shall not be issued, unless the City Commission of the City of Lake Worth, Florida shall have first authorized the same by duly adopted resolution. Furthermore, at least fifteen days prior to the closing of the issuance of the Debenture, notice shall have been given as required by Section 163.346, Florida Statutes. The Authorized Signatories are authorized and directed to request the City Commission to grant such approval and to cause such notice to be given in the manner required by law.

Section 6. Nature of Debenture. The Debenture shall constitute "redevelopment revenue bonds" within the meaning of Section 163.385, Florida Statutes and shall have the terms, conditions and limitations set forth therein. Without limiting the generality of the foregoing, the Debenture shall be payable from and secured solely by the CRA's redevelopment trust fund and the increment revenue (as defined in Section 163.340(22), Florida Statutes, required to be deposited therein

Section 7. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 8. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 9. Authorizations. All officials and employees of the CRA are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the CRA that are necessary or desirable in connection with the completion of the transaction.

Section 10. Effective Date. This Resolution shall become effective immediately upon its passage.

(SIGNATURE PAGE TO FOLLOW)

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RESOLUTION 2016- 02

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY ON THE 5 DAY OF Dec., 2016.

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
MADLYN MCKENDRY, VICE-CHAIR

ATTEST:

_____
JOAN OLIVA, EXECUTIVE DIRECTOR

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PNC

TERM SHEET LETTER

December 2, 2016

Lake Worth Community Redevelopment Agency
Attention: Joan Oliva, Executive Director
29 South J Street
Lake Worth, FL 33460

Re: Redevelopment Revenue Debenture for Lake Worth Community Redevelopment Agency (the "Issuer")

Dear Ms. Oliva:

You have requested that PNC Community Development Company, LLC ("PNC") purchase an up to $4,000,000 Lake Worth Community Redevelopment Agency Debenture (the "Investment Facility"), the proceeds of which will be used by the Issuer to purchase properties located in the Community Redevelopment Area (CRA) of the City of Lake Worth, Florida for economic development within the CRA. The repayment of the Investment Facility will be supported by a first lien on the tax increment financing (TIF) revenues of the CRA of the City of Lake Worth.

PNC is pleased to present a term sheet to provide the Investment Facility for the purposes set forth above as more fully described in the attached Memorandum of Terms and Conditions (the "Term Sheet").

The Term Sheet includes only a description of the principal terms of the Investment Facility. The definitive terms of the Investment Facility will be documented in a Resolution to be adopted by the Issuer and the other agreements, instruments, certificates and documents called for by the Resolution or which PNC may otherwise require (together with the Resolution, the "Investment Documents").

Although PNC has approved the Investment Facility, PNC's obligations are subject to conditions. First, the Issuer must accept this letter as provided below, and must comply with all the other conditions of this letter and the Term Sheet. After receiving the Issuer's acceptance, the definitive Investment Documents can be prepared. PNC's obligations are conditioned on the Resolution and other Investment Documents being signed and delivered to PNC in a form that is satisfactory to PNC and its counsel. This letter is also issued subject to the statutory and other requirements by which PNC is governed.

PNC may terminate its obligations under this letter if the terms of the transaction are changed in any material respect, if any material information submitted to PNC proves to have been inaccurate or incomplete in any material respect, or if any material adverse change occurs, or any additional information is disclosed to or discovered by PNC which PNC deems materially adverse

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in respect of the condition (financial or otherwise), business, operations, assets, nature of assets, liabilities or prospects of the Issuer.

The Issuer hereby indemnifies and holds harmless PNC and each director, officer, employee, agent and affiliate thereof (each, an "Indemnified Person"), from and against any and all losses, claims, damages, expenses and liabilities incurred by any Indemnified Person that arise out of or relate to any investigation or other proceeding (including any threatened investigation or litigation or other proceedings and whether or not such Indemnified Person is a party thereto) relating to this letter, the Term Sheet or the transactions contemplated hereby, including without limitation the reasonable fees and disbursements of PNC's inside and outside counsel but excluding any of the foregoing claimed by any Indemnified Person to the extent incurred by reason of the gross negligence or willful misconduct of such Indemnified Person as determined by a final non-appealable judgment of a court. PNC shall not be responsible or liable to the Issuer or any other person or entity for any damages, consequential or otherwise, which may be incurred or alleged as a result of this letter, the Term Sheet or any of the transactions contemplated hereby. The Issuer's obligations under this paragraph shall survive any termination of this letter except that upon the execution of the definitive financing agreements the terms of such agreements shall supersede these provisions.

Subject to Florida's Public Records Law, this letter and the Term Sheet are delivered to Lake Worth Community Redevelopment Agency on the condition that they be kept confidential and not be shown to, or discussed with, any third party, including any financial institution (other than on a confidential or need-to-know basis with the Issuer's directors, officers, employees, counsel and other advisors or existing lenders or as required by law) without PNC's prior approval.

This letter is for the Lake Worth Community Redevelopment Agency's benefit only, and no other person may obtain any rights under this letter or be entitled to rely or claim reliance on this letter's terms and conditions. This letter may not be assigned by the Issuer, and none of the Issuer's rights under this letter may be transferred, without PNC's prior written consent.

Lake Worth Community Redevelopment Agency authorizes PNC to obtain information regarding Lake Worth Community Redevelopment Agency and to share such information among, affiliates of PNC.

Lake Worth Community Redevelopment Agency by signing below, represents that, to the best of its knowledge, all information prepared or furnished to PNC by Lake Worth Community Redevelopment Agency or any of its representatives concerning the Issuer or the transactions contemplated by this letter will be complete and correct in all material respects and will not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading. Lake Worth Community Redevelopment Agency understands and acknowledges that PNC will be using and relying on all such information without independent verification.

PNC and Issuer hereby irrevocably waive any right to trial by jury in any claim, demand, action, or cause of action arising under this term sheet letter, the Term Sheet, any transaction

relating hereto, or any other instrument, document or agreement executed or delivered in connection herewith, and acknowledge that the foregoing waiver is knowing and voluntary.

If the offer evidenced by this letter and the Term Sheet is acceptable, please indicate your acceptance by signing and returning the enclosed copy of this letter.

We look forward to working with you on successfully completing this transaction. We will begin documenting the Investment after we have received this letter countersigned by you and returned to PNC together with the deposit.

This offer will expire on December 16, 2016 unless previously accepted in the manner specified above. If this offer is accepted, definitive documentation must be executed before or by December 29, 2016, in the absence of which this term sheet will expire and PNC will have no liability or further obligation.
Sincerely,

PNC COMMUNITY DEVELOPMENT COMPANY, LLC

David E Baker, CPA

By: _____
David Baker, CPA
Vice President

Agreed and accepted with the intent to be legally bound:

Lake Worth Community Redevelopment Agency

By: _____
Name: Joan Oliva
Title: Executive Director

Date: 12/6/16

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SUMMARY OF TERMS AND CONDITIONS
December 2, 2016

This Summary of Terms and Conditions is only a brief description of the principal terms of the Debenture and is intended for discussion purposes only.

Issuer: Lake Worth Community Redevelopment Agency (Issuer)

Purchaser/Investor: PNC Community Development Company, LLC (the "Purchaser")

Purpose: PNC will purchase a $4,000,000 Debenture from the Lake Worth Community Redevelopment Agency as Issuer, the proceeds of which will be used to purchase property within the Lake Worth Community Redevelopment Area of the City of Lake Worth, FL. (Palm Beach County, FL).

Investment Facility: A Debenture in an amount equal to the lesser of: (i) $4,000,000, or (ii) the total amount drawn during the Draw Period.

Draw Period: Up to 24 months with one draw per month allowed until the earlier of twenty-four months from closing or the date when $4,000,000 is drawn.

Investment Term: Ten (10) years from closing (the "Maturity Date")

Payment Date: An agreed upon date in January of each year commencing January, 2017 and the Maturity Date.

Interest-Only Period: 24 months commencing on the date of closing.

Sinking Fund: During the 24 month Interest-Only Period, annual sinking fund payments equal to $450,000 per year will be made on the January 2017 and January 2018 Payment Dates. The Sinking Fund will be applied in full to repay a portion of the outstanding balance on the January 2019 Payment Date.

Amortization Period: Commencing with the 25th month after the date of closing, equal monthly principal and interest amounts, on a mortgage style basis, amortized over eight (8) years but payable only on the Payment Dates (the "Monthly Amortization Amounts").

Repayment: Interest only on the January 2017 and January 2018 Payment Dates. On the January 2019 Payment Date, interest and Monthly Amortization Amounts which have accrued since the end of the Interest-Only Period. On each Payment Date thereafter, Monthly Amortization Amounts which have accrued since the

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previous Payment Date payable annually. All remaining unpaid principal and accrued and unpaid interest due on the Maturity Date.

Interest Rate: During the Interest-Only Period, the interest rate will be the One Month Libor plus 2.50%, floating and re-priced daily (Indicative rate as of December 2, 2016 is 3.14667%). Following the Interest-Only Period, the interest rate will be a fixed rate determined at closing to be based on PNC's cost of funds as offered. As of December 2, 2016, the December 2, 2018, indicative forward fixed rate would be 4.696%.

Interest shall be calculated based on a 360 day year consisting of twelve 30 day months.

Fee: None

Collateral: PNC's collateral will be a lien on the Pledged TIF Revenues of the Issuer.

Guarantor: None.

Information Required: The Issuer will provide the following information for review and acceptance by the Purchaser/Investor:

(a) Issuer legal formation documentation and tax ID number;
(b) City of Lake Worth three (3) years Comprehensive Annual Financial Report including all schedules;
(c) All other information of the Issuer necessary for underwriting and closing the purchase of the proposed Debenture requested by the Purchaser/Investor.

Conditions Precedent: Including, but not limited to, the following, with all documents to be satisfactory in form and substance to the Purchaser/Investor:

a) No material adverse change in the condition, financial or otherwise, operations, properties, assets or prospects of the Issuer;

b) No material or threatened or pending litigation or material contingent obligations.

c) Execution of Debenture documentation.

d) Resolutions of the Issuer evidencing approval of the Investment and all steps necessary to consummate the Investment, without limitation, execution of the Debenture documents.

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e) Opinions of counsel to Issuer, including an opinion of Debenture counsel.

f) Other such information as required by the Purchaser/Investor.

Reporting: Reporting requirements will include, but not limited to the following:

a) Issuer Annual Report within 120 days of fiscal year end.
b) Issuer Annual Operating Budget
c) Annual TIF District Projections
d) City of Lake Worth Comprehensive Annual Financial Report, including Issuer audited financial statement, within 120 days of fiscal year end.

Covenants: Affirmative and negative covenants, including financial covenants, will be specified by the Purchaser/Investor for inclusion in any loan documents. Covenants are expected to include, but may not be limited to (a) limitation on sale of assets; (b) limitation on additional indebtedness, liens and leases; (c) prohibition on change in business; (d) prohibition on change of control; (e) prohibition on mergers and acquisitions; (f) limitation on loans and advances.

Minimum annual debt service coverage with definitions and covenant levels to be determined by the Purchaser/Investor.

Expenses: All expenses incurred by Purchaser/Investor, including accounting, appraisal, environmental, audit, property condition or structural inspections, searches, recording of UCC filings and other security interests, and reasonable PNC legal fees (inside and outside) of between $10,000 and $15,000, and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Debenture, shall be paid for by the Issuer and payable at closing and otherwise on demand.

Other Terms: Certain indemnities (including, without limitation, regarding environmental condition of the Project), representations, warranties, material adverse change covenant, affirmative, negative, financial and/or performance covenants from the Issuer and/or with regard to the Debenture conditions precedent to closing, and events of default customary for transactions of similar type and size, as determined by the Purchaser/Investor.

Documentation: Investment and Debenture documents in form and substance satisfactory to the Purchaser/Investor must be executed and delivered containing representations, warranties, covenants, indemnities, conditions to lending, events of default and other provisions as are appropriate in the Purchaser/Investor's opinion and specified by the Purchaser/Investor.

Governing Law: Florida

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Manager

EXECUTIVE BRIEF

TITLE:
Ordinance No. 2017-01 – First Reading – call for a charter referendum election and schedule the public hearing date for January 10, 2017

SUMMARY:
The Ordinance amends the City Charter to extend the elected officials' terms from two to three years and place a question on the March 14, 2017, municipal general election ballot.

BACKGROUND AND JUSTIFICATION:
If approved by the voters, candidates seeking election to the Offices of Mayor and Commissioner from Districts 1 and 3 will be for three-year terms commencing in March 2018. Candidates seeking election to theOffices of Commissioner from Districts 2 and 4 will be for three-year terms commencing in March 2019. This ordinance does not extend the term for any current seated elected official.

MOTION:
I move to approve/not approve Ordinance No. 2017-01 on first reading and schedule the public hearing date for January 10, 2017.

ATTACHMENT(S):
Fiscal Impact Analysis
Ordinance

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	500	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
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

B. Recommended Sources of Funds/Summary of Fiscal Impact:
001-1030-511-49-10

2017-01

ORDINANCE NO. 2017-01 OF THE CITY OF LAKE WORTH, FLORIDA, CALLING FOR A REFERENDUM OF THE QUALIFIED ELECTORS OF THE CITY OF LAKE WORTH TO BE HELD ON MARCH 14, 2017, AS TO WHETHER THE CITY OF LAKE WORTH CHARTER SHALL BE AMENDED IN THE FOLLOWING RESPECT: AMEND SECTION 2 OF ARTICLE III TO APPLY TO THE MARCH 2018 GENERAL ELECTION AND APPLY TO ALL ELECTIONS THEREAFTER, SO THAT THE COMMISSIONERS AND THE MAYOR SHALL BE ELECTED TO THREE YEAR TERMS; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE VOTERS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING THAT CONFLICTING ORDINANCES ARE REPEALED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Constitution and applicable laws of the State of Florida authorize and empower the City of Lake Worth, Florida (the "City") to adopt this Ordinance; and

WHEREAS, the City Commission of the City of Lake Worth, Florida (the "Commission") has determined that a provision of the City Charter should be amended; and

WHEREAS, the Commission has further determined that the City of Lake Worth electors should determine whether the City of Lake Worth Charter shall be amended as provided in this ordinance; and

WHEREAS, it is necessary and essential to call and to hold a referendum submitting the issue of whether the City of Lake Worth Charter shall be amended as provided in this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF LAKE WORTH, FLORIDA, as follows:

Section 1. That the findings of the Commission set forth in the foregoing recitals are hereby adopted.

Section 2. That a referendum is hereby ordered to be held in the City on the 14th day of March 2017, to determine whether or not the City of Lake Worth Charter shall be amended to amend Section 2 of Article III of the Charter to read as follows:

ARTICLE III. LEGISLATIVE

* * *

Sec. 2. Election and terms.

On the second Tuesday in March of each year a general election shall be

held to elect members of the city commission. The election of members of the city commission, except the mayor, shall be by districts to be known as Districts 1, 2, 3 and 4. The commissioners from Districts 2 and 4 shall be elected to three ~~two~~ year terms commencing in March ~~2015~~ 2019 Commissioners from Districts 1 and 3 shall be elected to three ~~two~~ year terms commencing in March ~~2014~~ 2018. The mayor shall be elected to a three ~~two~~ year term commencing in ~~2014~~ March 2018. The mayor and each commissioner shall serve until a successor has been duly qualified, elected and the election results certified by resolution of the city commission, or upon appointment, by resolution of the city commission. Such resolution shall be considered at the special meeting called to canvass the ballots, and shall be the order of business next following the canvass of ballots. Such special meeting shall be held no later than forty-eight hours after election results are furnished in writing to the city clerk by the supervisor of elections. No meeting shall be called, or business conducted by the city commission, except for emergency matters, after the polls close, until such time as the results of such election are canvassed.

Section 3. The form of the ballot for the Charter amendment provided for herein shall be as follows:

1. COMMISSIONERS AND MAYOR ELECTED FOR THREE YEAR TERMS

   The present Charter provides that commissioners and the mayor are elected for two year terms. The Commission has proposed that commencing with the March 2018 election the commissioners and mayor shall be elected for three year terms.

   Shall the above described amendment be adopted?

   Yes [ ]

   No [ ]

Section 4. If any provision of this Ordinance, or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. This Ordinance shall become effective ten (10) days after passage.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 13th day of December 2016.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 10th day of January 2017.

LAKE WORTH CITY COMMISSION

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Manager

EXECUTIVE BRIEF

TITLE:
Ordinance No. 2017-02 – First Reading - prohibit conversion therapy on minors and schedule the public hearing date for January 10, 2017

SUMMARY:
The Ordinance prohibits conversion therapy on minors by licensed providers in the City.

BACKGROUND AND JUSTIFICATION:
The proposed ordinance acknowledges that for nearly 40 years the major professional associations of mental health practitioners and researchers have recognized that being lesbian, gay bisexual, transgender or a questioning individual is not a disease, disorder, illness, deficiency or shortcoming, and efforts to convert the same to a different sexual orientation or gender than the one they identify with is harmful, especially to youth. These efforts are referred to as "conversion therapy" or "reparative therapy." Credible medical and mental health organizations have rejected conversion therapy and deemed it detrimental to a child's wellbeing. The proposed ordinance prohibits anyone in the City who is a "provider" under the ordinance from practicing conversion therapy on a minor, and puts in place an enforcement framework to address violations of that prohibition. Similar ordinances have been passed in the cities of Miami Beach, West Palm Beach, Cincinnati and Seattle. New Jersey and California have also passed a state-wide ban on conversion therapy on minors. First Amendment and other challenges to these laws have been denied by at least two federal courts (with the United States Supreme Court declining to hear the appeals of these cases).

MOTION:
To approve / disapprove Ordinance No. 2017-02 on first reading and schedule the public hearing date for January 10, 2017.

ATTACHMENT(S):
Fiscal Impact Analysis – Not Applicable
Ordinance

ORDINANCE NO. 2017-02 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 15, OFFENSES, TO ADD ARTICLE VII, PROHIBITING THE PRACTICE OF CONVERSION THEREAPY ON MINORS; PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the major professional associations of mental health practitioners and researchers in the United States for nearly 40 years have recognized that being lesbian, gay or bisexual is not a disease, disorder, illness, deficiency or shortcoming; and

WHEREAS, the American Psychological Association convened a Task Force on Appropriate Therapeutic Responses to Sexual Orientation which conducted a systematic review of peer-reviewed journal literature on sexual orientation change efforts (also known as conversion or reparative therapy), and issued a report in 2009; and

WHEREAS, the task force's report concluded that sexual orientation change efforts can pose critical health risks to lesbian, gay, and bisexual people, including confusion, depression, guilt, helplessness, hopelessness, shame, social withdrawal, suicidality, substance abuse, stress, disappointment, self-blame, decreased self-esteem and authenticity to others, increased self-hatred, hostility and blame toward parents, feelings of anger and betrayal, loss of friends and potential romantic partners, problems in sexual and emotional intimacy, sexual dysfunction, high-risk sexual behaviors, a feeling of being dehumanized and untrue to self, a loss of faith, and a sense of having wasted time and resources; and

WHEREAS, the American Psychological Association issued a resolution on Appropriate Affirmative Responses to Sexual Orientation Distress and Change Efforts in 2009, which states: "[T]he [American Psychological Association] advises parents, guardians, young people, and their families to avoid sexual orientation change efforts that portray homosexuality as a mental illness or developmental disorder and to seek psychotherapy, social support, and educational services that provide accurate information on sexual orientation and sexuality, increase family and school support, and reduce rejection of sexual minority youth"; and

WHEREAS, the American Psychiatric Association published a position statement in March of 2000 in which it stated: "Psychotherapeutic modalities to convert or 'repair' homosexuality are based on developmental theories whose scientific validity is questionable. Furthermore, anecdotal reports of 'cures' are counterbalanced by anecdotal claims of psychological harm. In the last four decades, 'reparative' therapists have not produced any rigorous scientific research to substantiate their claims of cure. Until there is such

research available, [the American Psychological Association] recommends that ethical practitioners refrain from attempts to change individuals' sexual orientation, keeping in mind the medical dictum to first, do no harm"; and

WHEREAS, the American Psychiatric Association's March 2009 position statement also stated that the potential risks of reparative therapy are great, including depression, anxiety and self-destructive behavior, since therapist alignment with societal prejudices against homosexuality may reinforce self-hatred already experienced by the patient. Many patients who have undergone reparative therapy relate that they were inaccurately told that homosexuals are lonely, unhappy individuals who never achieve acceptance or satisfaction; and that, the possibility that the person might achieve happiness and satisfying interpersonal relationships as a gay man or lesbian is not presented, nor are alternative approaches to dealing with the effects of societal stigmatization discussed; and

WHEREAS, the American Psychiatric Association concluded in March 2009 that it opposes any psychiatric treatment such as reparative or conversion therapy which is based upon the assumption that homosexuality *per se* is a mental disorder or based upon the a prior assumption that a patient should change his or her sexual homosexual orientation; and

WHEREAS, the American Academy of Pediatrics in 1993 published an article in its journal, *Pediatrics*, stating: "Therapy directed at specifically changing sexual orientation is contraindicated, since it can provoke guilt and anxiety while having little or no potential for achieving changes in orientation"; and

WHEREAS, the American Medical Association Council on Scientific Affairs prepared a report in 1994 in which stated: "Aversion therapy (a behavioral or medical intervention which pairs unwanted behavior, in this case, homosexual behavior, with unpleasant sensations or aversive consequences) is no longer recommended for gay men and lesbians. Through psychotherapy, gay men and lesbians can become comfortable with their sexual orientation and understand the societal response to it"; and

WHEREAS, the National Association of Social Workers prepared a 1997 policy statement in which it stated: "Social stigmatization of lesbian, gay, and bisexual people is widespread and is a primary motivating factor in leading some people to seek sexual orientation changes. Sexual orientation conversion therapies assume that homosexual orientation is both pathological and freely chosen. No data

demonstrates that reparative or conversion therapies are effective, and, in fact, they may be harmful"; and

WHEREAS, the American Counseling Association Governing Council issued a position statement in April of 1999, and in it the Council stated: "We oppose 'the promotion of 'reparative therapy' as a 'cure' for individuals who are homosexual"; and

WHEREAS, the American Psychoanalytic Association issued a position statement in June 2012 on attempts to change sexual orientation, gender, identity, or gender expression, and in it the Association stated: "As with any societal prejudice, bias against individuals based on actual or perceived sexual orientation, gender identity or gender expression negatively affects mental health, contributing to an enduring sense of stigma and pervasive self-criticism through the internalization of such prejudice; and, psychoanalytic technique does not encompass purposeful attempts to 'convert,' 'repair,' change or shift an individual's sexual orientation, gender identity or gender expression. Such directed efforts are against fundamental principles of psychoanalytic treatment and often result in substantial psychological pain by reinforcing damaging internalized attitudes"; and

WHEREAS, the American Academy of Child and Adolescent Psychiatry in 2012 published an article in its journal, *Journal of the American Academy of Child and Adolescent Psychiatry*, stating: "Clinicians should be aware that there is no evidence that sexual orientation can be altered through therapy, and that attempts to do so may be harmful. There is no empirical evidence adult homosexuality can be prevented if gender nonconforming children are influenced to be more gender conforming. Indeed, there is no medically valid basis for attempting to prevent homosexuality, which is not an illness. On the contrary, such efforts may encourage family rejection and undermine self-esteem, connectedness and caring, important protective factors against suicidal ideation and attempts. Given that there is no evidence that efforts to alter sexual orientation are effective, beneficial or necessary, and the possibility that they carry the risk of significant harm, such interventions are contraindicated"; and

WHEREAS, the Pan American Health Organization, a regional office of the World Health Organization, issued a statement in May of 2012 and stated: "These supposed conversion therapies constitute a violation of the ethical principles of health care and violate human rights that are protected by international and regional agreements." The Organization also noted that reparative therapies "lack medical justification and represent a serious threat to the health and well-being of affected people"; and

WHEREAS, in 2014, the American School Counselor Association issued a position statement that stated, "It is not the role of the professional school counselor to attempt to change a student's sexual orientation or gender identity. Professional school counselors do not support efforts by licensed mental health professionals to change a student's sexual orientation or gender identity as these practices have been proven ineffective and harmful"; and

WHEREAS, a 2015 report of the Substance Abuse and Mental Health Services Administration, a division of the U.S. Department of Health and Human Services, entitled *Ending Conversion Therapy: Supporting and Affirming LGBTQ Youth*, further reiterates based on scientific literature that conversion therapy efforts to change an individual's sexual orientation, gender identity or gender expression is a practice not supported by credible evidence and has been disavowed by behavioral health experts and associations, perpetuates outdated views of gender roles and identities, negative stereotypes, stating, importantly, that such therapy may put young people at risk of serious harm, and recognizing that same-gender sexual orientation (including identity, behavior and attraction) is part of the normal spectrum of human diversity and does not constitute a mental disorder; and

WHEREAS, the American College of Physicians wrote a position paper in 2015 opposing the use of "conversion", "reorientation" or "reparative" therapy for the treatment of lesbian, gay, bisexual and trans-gender persons because evidence showed that the therapies may actually cause emotional or physical harm to lesbian, gay, bisexual and transgender individuals, particularly adolescents or young persons; and

WHEREAS, at least two (2) federal courts have found that a prohibition on sexual orientation change efforts or conversion therapy does not violate first amendment rights; and

WHEREAS, the City of Lake Worth City Commission finds the overwhelming research to demonstrate that conversion therapy can pose critical health risks to LGBTQ persons including youths; and

WHEREAS, the City of Lake Worth City Commission has a compelling interest in protecting the physical and psychological well-being of minors including LGBTQ youth and in protecting its minors against exposure to serious harms caused by sexual orientation change efforts or conversion therapy; and

WHEREAS, the City of Lake Worth City Commission finds minors receiving treatment from licensed therapists in the City of Lake Worth, Florida, who may be subjected to conversion or reparative therapy are

not effectively protected by other means including, without limitation, other state statutes, local ordinances or federal legislation; and

WHEREAS, the City of Lake Worth City Commission does not intend to prevent mental health providers from speaking to the public about conversion or reparative therapy; expressing their views to patients; recommending conversion or reparative therapy to patients; recommending conversion or reparative therapy to any person who is 18 years of age or older; referring minors to conversion or reparative therapy counselors in other political subdivisions or states outside the City of Lake Worth; or, referring minors to unlicensed counsels; and

WHEREAS, the City of Lake Worth City Commission desires to prohibit within the City's geographic boundaries the practice of sexual orientation change efforts therapy on minors by licensed therapists only, including conversion and/or reparative therapy, which has been demonstrated to be harmful to the physical and psychological well-being of lesbian, gay, bisexual, transgender and questioning minors.

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

Section 1. The foregoing "WHEREAS" clauses are true and correct statements and are ratified and confirmed as declarations of the City Commission and incorporated into this ordinance by reference.

Section 2. Chapter 15, "Offenses"; is hereby amended to add Article VII, "Prohibition of Conversion Therapy on Minors" as follows:

Sec. 15-91. – Purpose.

This Article VII is an exercise of the City's police power for the public safety, health and welfare; and, its provisions shall be liberally construed to support such exercise of police power. The purpose of this Article VII is to protect the physical and psychological well-being of minors, including lesbian, gay, bisexual, transgender and questioning minors, from exposure to the serious harms caused by conversion therapy.

Sec. 15-92. - Definitions.

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

Conversion therapy means any counseling, practice or treatment performed with the goal of changing a person's sexual orientation or gender identity including, but not limited to, efforts to change behaviors, gender expression or to reduce or eliminate sexual or romantic attraction

or feelings toward a person of the same gender. Conversion therapy does not include counseling that:

(a) Provides support to a person undergoing gender transition; or ,

(b) Provides acceptance, support and understanding of a pe rson or facilitates a person's coping, social support, and identity exploration and development, including sexual orientation -neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, if such counseling is not conducted with the goal of changing the person's sexual orientation or gender identity.

Minor means a person less than eighteen (18) years of age.

Provider means any person who is licensed by the State of Florida to provide professional counseling, or who performs coun seling as part of his or her professional training under Chapters 456, 458, 459, 490, or 491 of the Florida Statutes, as such chapters may be amended, including, but not limited to, medical practitioners, osteopathic practitioners, psychologists, psychothe rapists, social workers, marriage and family therapists, and licensed counselors. A Provider does not include members of the clergy who are acting in their roles as clergy or pastoral counselors and providing religious counseling to congregants and who do not hold themselves out as operating pursuant to any of the aforementioned Florida Statutes.

Sec. 15-93. - Conversion therapy prohibited.

It shall be unlawful for any Provider to practice conversion therapy on a minor in the city.

Sec. 15-94. - Enforcement; penalties.

A violation of section 15-93 shall be punishable by a fine not to exceed Two Hundred Fifty Dollars ($250) for the first violation and Five Hundred Dollars ($500) for each repeat violation. Each day a violation of section 15-93 occurs shall constitute a separate offense. The City may pursue enforcement of this Article through its code compliance provisions; through the issuance of a code citation; through the issuance of a notice to appear; and, prosecution in county court. The penalty set forth herein and the remedies available to enforce the same shall not preclude any other penalties or remedies available at law or in equity including, without limitation, injunctive relief in the circuit court.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

Section 5. Codification. The sections of the Ordinance may be made a part of the City Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

Section 6. Effective Date. This Ordinance shall become effective on ten (10) days after passage.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 13th day of December, 2016.

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

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

The Mayor thereupon declared this Ordinance duly passed and enacted on the 10th day of January, 2017.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** City Manager

EXECUTIVE BRIEF

TITLE:
Ordinance No. 2017-03 – First Reading – compensation adjustment for elected officials and schedule the public hearing date for January 10, 2017

SUMMARY:
This ordinance updates the annual compensation and other benefits provided to the Mayor and Commissioners.

BACKGROUND AND JUSTIFICATION:
Under Article III, section 4 of the City Charter, the City Commission may determine its annual compensation by ordinance; however, no increase in compensation may be adopted more frequently than every two (2) years. The City Commission has not addressed its annual compensation since 2012. In 2012, the City Commission established its annual compensation (via City Ordinance No. 2012-33) at $14,500 for commissioners and $15,500 for the mayor. In addition, Ordinance No. 2012-33 approved the City's provision of health insurance benefits and use of communications devices to the City Commission.

Over the past four years, the City has expected more from the Mayor and Commissioners in terms of public involvement in the City and in issues vital to the City's success. The Mayor and Commissioners have worked diligently with City staff to increase public awareness of City initiatives and programs and to attend neighborhood and town hall meetings to educate themselves and the public on a variety of issues. This includes, but is not limited to, the multi-million dollar energy savings project with Siemens; the $40M Neighborhood Road Bond referendum; and, the County-wide sales tax referendum. With the Siemens' project moving forward and bond and sales-tax monies becoming available within the next fiscal year, the duties and responsibilities of the City Commission will easily surpass prior years. The City will need its elected officials to be intimately involved in the decisions and public-outreach related to new projects, events and undertakings.

Further, unlike any other city in Palm Beach County, the City of Lake Worth has both a water utility, a sewer utility, and an electric utility which serve an area that exceeds the City's municipal boundaries. The City Commission is charged with the oversight, policy direction and has a fiduciary duty to ensure that the City and other communities are properly served. The City Commission's involvement and understanding of the issues becomes critical especially for the electric utility as the issues related to the electric utility are more technical in nature and require a significant time commitment.

City staff researched other comparable cities (in terms of population) and found the following (which includes salary, stipends and expense accounts as of 2015):

Name of City	Commissioners	Mayor
City of Riviera Beach:	$40,000	$41,200
Royal Palm Beach:	$16,291	$16,411
Greenacres:	$11,100	$12,600

Based on the foregoing, an increase in the annual compensation for the CityCommission appears warranted. City staff has formulated the following options for the CityCommission's consideration:

- Increase the Commissioners' annual salaryto $24,500 and the Mayor's to $29,500;
- Include a car allowance of $500 per month; and/or,
- Include participation in the City's 401a retirement plan (the city manager and department directors currently participate through ICMA); and/or

City staff recommends continuation of the current health insurance benefits and furnishing the communication devices (or in lieu of the devices, a $100 per month total stipend if the elected official chooses to furnish his or her own devices).

The above options will put the City Commission on par with other local cities and will recognize the increased responsibilities and duties required of them goingforward.

MOTION:

I move to approve/not approve Ordinance No. 2017-03 and schedule the public hearing date for January 10, 2017.

ATTACHMENTS:

Fiscal Impact Analysis
Ordinance

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	$40,186	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	$40,186	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Above calculations are based from January2017 through September 2017, for proposed compensation changes, plus car allowance of $500: per month for same period.

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Upon approval, a budget amendment to fund salaries account # 001-1010-511-12-10 will be required.

C. Department Fiscal Review: pjl

ORDINANCE NO. 2017-03 OF THE CITY OF LAKE WORTH, FLORIDA, SETTING SALARIES AND OTHER BENEFITS FOR THE MAYOR AND COMMISSIONERS OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES, INCLUDING ORDINANCE NUMBER 2012-33; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article III, section 4 of the City Charter, allows for compensation to be paid to the elected officials, said compensation to be set by ordinance; and

WHEREAS, in 2012, salary and benefits were established for elected officials in ordinance number 2012-33; and

WHEREAS, after analyzing the responsibilities and duties of the Mayor and City Commissioners, it has been determined that an increase in salary is warranted, along with establishing a car allowance, and continuing to provide health insurance and use of communications devices in furtherance of city business.

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

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

Section 2. Ordinance number 2012-33 is hereby REPEALED in its entirety.

Section 3. The salaries set forth below are to be paid to the City Commissioners and the Mayor of the City of Lake Worth.

Salaries of Commissioners and Mayor:
City Commissioner: $24,500 annually
City Mayor: $29,500 annually

Section 4. In addition to the salaries set forth above, each elected official shall be entitled to the following benefits: a car allowance of $500 per month, health insurance coverage, participation in the City's 401a retirement plan, and use of City furnished communication devices, or in lieu of the devices, a $100 per month total stipend if the elected official chooses to furnish his or her own devices.

Section 5. The salaries and benefit costs shall be funded and appropriated each year in the budget.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner_____, seconded by _____, 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 declares this Ordinance duly passed on first reading on the 13th day of December, 2016.

The passage of this Ordinance on second reading 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 Ordinance duly passed and enacted on the 10th day of January, 2017.

CITY OF LAKE WORTH, FLORIDA

_____
Pam Triolo, Mayor

ATTEST:

_____
, City Clerk

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Electric Utility

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EXECUTIVE BRIEF

TITLE:
Agreement with Turbine Technology Services Corp. for the Gas Turbine Unit-2

SUMMARY:
The Agreement provides for the design and installation of a human machine interface computer system capable of monitoring and controlling a gas turbine and associated control systems.

BACKGROUND AND JUSTIFICATION:
The Electric Utility department utilizes one (1) GE HMI Computer Control System. The current computer server runs Microsoft® Windows NT 4.0, Cimplicity® HMI, and one PCI ARCNET interface to manage and control all functions for the GE MARK V Gas Turbine.

The computer control system is over 10 years old and current vendor is unable to provide support as the system is now obsolete and should be replaced. The goal is to update the computer system for the Electric Department using a commercial-off-the-shelf Human Machine interface (HMI) product along with any other necessary hardware and software products.

The engineering department is recommending Turbine Technology Services Corporation (TTSC) as they met the evaluation criteria based on cost, experience, skill, schedule, and performance. TTSC shall furnish all materials, equipment, labor and services that is required to achieve a fully integrated and operational system. They will also be responsible for providing a turn-key solution including all necessary system design, procurement, programming, configuration, testing, training, commissioning & startup and will provide the City a complete and operable GE MARK V HMI Computer Control System.

On November 02, 2016, this item was reviewed by the Electric Utility Advisory Board.

MOTION:
I move to approve/deny an agreement with Turbine Technology Services Corporation in an amount not to exceed $100,000.

ATTACHMENT(S):
Fiscal Impact Analysis
Agreement
Turbine Technology Services Proposal
Evaluation Sheet
Request for Proposal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2019	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	44,880	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	44,880	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:

Electric	Turbine Technology Services Corporation					
Account Number (s)	Account Description	Project #	FY 2017 Budget	Available Balance	Agenda Expense	Balance
401-6031-531.46-21	Maintenance/ Improvement		$100,000	$100,000	$-44,880	$55,120

C. Department Fiscal Review: John Borsch, Electric Utility Director

AGREEMENT
(GT-2 HMI Control)

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____, 2016 by and between the **City of Lake Worth**, a Florida municipal corporation ("CITY") and **Turbine Technology Services Corporation**, a corporation authorized to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, the CITY issued RFP #16-209 for the design and installation of a human machine interface computer system capable of monitoring and controlling one GE gas turbine and associated control systems; and,

WHEREAS, the CONSULTANT submitted a proposal to perform the requested work in accordance with the RFP #16-209 and is willing to provide appropriately licensed, qualified personnel to provide the CITY with said services; and,

WHEREAS, the CITY desires to accept the CONSULTANT's proposal; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the CONSULTANT to the CITY.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the CITY and the CONSULTANT agree as follows:

1. TERM

1.1 The term shall commence upon the approval of this Agreement by the City Commission and the CITY's issuance of a Notice to Proceed. The CONSULTANT agrees to provide all goods and services required under this Agreement within one year from the date of execution of this Agreement by the CITY. This Agreement may be extended by written amendment signed by both parties.

2. SCOPE OF WORK

2.1 The scope of work includes the design and installation of such hardware and software for a HMI computer system capable of monitoring and controlling a GE Mark V gas turbine and associated control systems, as more specifically set forth in RFP #16-209 (the "Scope of Work").

2.2 The CONSULTANT represents to the CITY that the Scope of Work provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONSULTANT's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

2.3 The CONSULTANT represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this

Agreement. The CONSULTANT further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONSULTANT or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONSULTANT's personnel (and all subconsultants), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the RFP and this Agreement.

3. INDEPENDENT CONSULTANT; USE OF AGENTS OR ASSISTANTS

3.1 The CONSULTANT is and shall be, in the performance of the Scope of Work under this Agreement, an independent CONSULTANT, and not an employee, agent, or servant of the CITY. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONSULTANT to perform the Scope of Work hereunder, the CONSULTANT shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONSULTANT.

4. MATERIALS

4.1 The CONSULTANT shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 For services to be rendered under this Agreement, the CONSULTANT shall be entitled to a fee as set forth in the RFP in an amount not to exceed **$44,880.00**.

5.2 Should the CITY require additional materials or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional materials or services being provided by the CONSULTANT.

5.3 The City's ordering mechanism for the Scope of Work performed under this Agreement may be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONSULTANT shall not exceed amounts expressed on any Purchase Order. Note that the City's Fiscal Year ends on September 30th of each calendar year. The City cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the City Commission. Additionally, the City must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the City will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONSULTANT expressly acknowledges and agrees that the total cost to complete the Scope of Work in accordance with the RFP and this Agreement is **$44,880.00**, and no additional costs shall be authorized without prior written approval from the CITY.

7. INVOICE

7.1 The CONSULTANT shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONSULTANT shall be paid within thirty (30) days of receipt of an approved invoice for work. The invoice shall be for work performed. There shall be no payments made in advance of any work performed, constructed and installed.

7.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONSULTANT within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONSULTANT until the dispute is resolved.

8. AUDIT BY CITY

8.1 The CONSULTANT 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 CONSULTANT's performance under this Agreement including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 Copies or original documents prepared by the CONSULTANT in relation to work associated with 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.

10. OWNERSHIP

10.1 Each and every report, draft, map, record, and other document reproduced, prepared, or caused to be prepared by the CONSULTANT pursuant to or in connection with this Agreement shall be the exclusive property of the CITY. CONSULTANT irrevocably grants to the CITY a nonexclusive, fully paid-up, royalty-free, perpetual license to the use of CONSULTANT's intellectual property (defined as source code, programs, design and concept) per the intended use as defined in the Scope of Work and for use by the CITY at the designated facility. All of CONSULTANT's intellectual property remains the property of CONSULTANT and nothing within this paragraph grants ownership to the CITY.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONSULTANT shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONSULTANT's sole risk and without payment from the CITY.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 If the CONSULTANT fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager may give written notice to the

CONSULTANT specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONSULTANT including, without limitation, utilization of another CONSULTANT to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONSULTANT for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after five (5) days the CONSULTANT has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City 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.

12.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONSULTANT would be compensated only for that work which has been satisfactorily completed to the date of termination, which includes work in process, cancellation fees, storage fees, shipping fees and return charges. 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.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONSULTANT shall provide certificates evidencing insurance coverage as required in the RFP. 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 CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth" as an "Additional Insured", and the CONSULTANT shall provide additional insured endorsements section of Certificates of Insurance.

13.2. The CONSULTANT shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

14. WAIVER OF BREACH

14.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

15. INDEMNITY

15.1 To the extent of CONSULTANT's proportional negligence the CONSULTANT shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising

out of or alleged to have arisen out of the acts, omissions or neglect of the CONSULTANT or any of its agents, employees, subconsultants or by anyone the CONSULTANT directly or indirectly employed.

15.2 The CONSULTANT's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

15.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONSULTANT of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

15.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

15.5 The CONSULTANT's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein; the RFP (including all specifications, exhibits and addenda attached thereto or referenced therein); and, the CONSULTANT's responsive bid. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFP (including all specifications, exhibits and addenda attached thereto) next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

17. ASSIGNMENT

17.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONSULTANT. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit or any other party. The CONSULTANT 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.

17.2 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.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. TRIAL BY JURY

19.1 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.

20. GOVERNING LAW AND REMEDIES

20.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

20.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 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 (3rd) 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 CONSULTANT 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 CONSULTANT to the CITY shall be given to the CITY address as follows:

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

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

Turbine Technology Services Corporation
12661 Challenger Parkway
Orlando, FL 32826

23. SEVERABILITY

23.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions

hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

24. DELAYS AND FORCES OF NATURE

24.1 The CONSULTANT 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 CONSULTANT or its subconsultants and without their fault or negligence. Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONSULTANT and, if the CONSULTANT'S delay and failure to timely perform was without it or its subconsultants' 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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 CONSULTANT specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, 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 CONSULTANT due to a delay in completion of the work.

24.2 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.

25. COUNTERPARTS

25.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 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.

ANY AND ALL EXPRESS AND IMPLIED WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED EXCEPT TO THE EXTENT SPECIFICALLY AND EXPRESSLY PROVIDED FOR IN THIS CONTRACT. IT IS EXPRESSLY AGREED THAT CONSULTANT'S SOLE OBLIGATIONS AND LIABILITIES RESULTING FROM A

BREACH OF THIS CONTRACT, AND CITY'S EXCLUSIVE REMEDIES FOR ANY CAUSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING FROM NEGLIGENCE) ARISING OUT OF OR RELATING TO THIS CONTRACT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY, ARE LIMITED TO THOSE SET FORTH HEREIN, AND ALL OTHER REMEDIES OF ANY KIND ARE EXPRESSLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITED BY LAW, CITY AGREES THAT UNDER NO CIRCUMSTANCES SHALL CONSULTANT'S LIABILITY EXCEED THE PRICE AS SET FORTH IN CONSULTANT'S PROPOSAL AND SUBSEQUENTLY AGREED WITHIN THE PURCHASE ORDER. THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR THE LEGAL THEORY PLED OR ASSERTED. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR NOT, OCCASIONED BY CONSULTANT'S FAILURE TO PERFORM HEREUNDER, DELAY IN ITS PERFORMANCE, FAILURE OF THE CITY TO PERFORM OR ANY OTHER CAUSE OF ACTION WHATSOEVER. CONSULTANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANY OTHER PERSON OR ENTITY CONCERNING THE SERVICES PERFORMED HEREUNDER.

This Limitation of Liability prevails over any conflicting provisions of this contract.

27. PUBLIC ENTITY CRIMES

27.1 CONSULTANT acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONSULTANT, supplier or sub-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 Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONSULTANT will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

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

30. ENFORCEMENT COSTS

30.1 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.

31. PUBLIC RECORDS

CONSULTANT shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONSULTANT specifically agrees to:

(a) Keep and maintain public records required by the CITY to perform the services under this Agreement.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this 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 for the duration of the Agreement term and following completion of the Agreement, if the CONSULTANT does not transfer the records to the CITY.

(d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the services. If the CONSULTANT transfers all public records to the CITY upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, DANDREA@LAKEWORTH.ORG, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FLORIDA 33460.

32. COPYRIGHTS AND/OR PATENT RIGHTS

32.1 CONSULTANT warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONSULTANT agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONSULTANT certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONSULTANT further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONSULTANT.

34. FEDERAL AND STATE TAX

34.1 The City of Lake Worth is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or CONSULTANTs doing business with the City of Lake Worth shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/CONSULTANT be authorized to use the City's tax Exemption Number in securing such materials.

35. PROTECTION OF PROPERTY

35.1 The CONSULTANT shall at all times guard against damage or loss to the property of the CITY or of other vendors or CONSULTANTs and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONSULTANT or its agents. The CONSULTANT shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONSULTANT property due to theft or vandalism.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONSULTANT, and he/she shall save the CITY and political unit thereof harmless from all claims made on account of such damages.

37. WARRANTY

37.1 CONSULTANT warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONSULTANT warrants that all materials and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of 24 months from execution of this Agreement, 18 months from shipment or 12 months from starting operations, whichever is shorter. CONSULTANT guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of 24 months from execution of this Agreement, 18 months from shipment or 12 months from starting operations, whichever is shorter. CONSULTANT shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work.

38. SURVIVABILITY

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year set forth above by the City.

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

Turbine Technology Services Corporation

By: _____

[Corporate Seal]

Print Name: A. THORNTON

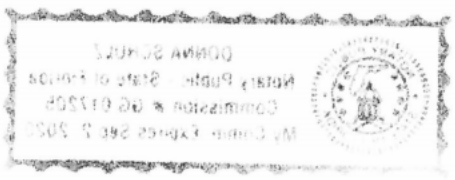
Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 4th day of NOV, 2016, by Tony Thornton as President of Turbine Technology Services Corporation, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following (Known Personally) as identification.

DONNA SCHULZ
Notary Public - State of Florida
Commission # GG 017205
My Comm. Expires Sep 2, 2020

_____
Notary Public


DONNA SCHULZ
Notary Public - State of Florida
Commission # GG 917205
My Comm. Expires Sep 7, 2025

Client#: 1409091 131TURBITEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/04/2016

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

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

PRODUCER	CONTACT NAME:	
BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	PHONE (A/C, No, Ext): 407 691-9600	FAX (A/C, No): 888-635-4183
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Turbine Technology Services Corporation 12661 Challenger Pkwy, # 250 Orlando, FL 32826	INSURER A : Hartford Fire Insurance Company	19682
	INSURER B : Twin City Fire Insurance Co.	29459
	INSURER C : Lloyds (CRC)	FOREGN
	INSURER D : Trumbull Insurance Co(Hartford)	27120
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1)16/17 GL,CA-BAI/PN** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded: $10,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:		X	21CESOF3582	07/06/2016	07/06/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		X	21UENZP9420	07/06/2016	07/06/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			21HUSS3426	07/06/2016	07/06/2017	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	21WEAR1041	05/27/2016	05/27/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Primary Prof Liab			B0621PTURB000716	07/06/2016	07/06/2017	$2,000,000 Ea Claim-Agg	
C	Excess Prof Liab			B0621PTURB000616	07/06/2016	07/06/2017	$1,000,000 Ea Claim-Agg	

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

Re: RFP No. 16-209

Additional Insured status is granted with respect to General Liability, if required by written contract, per "General Liability Coverage Form" #HG0001 (06/05).

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Lake Worth
Financial Services
7 North Dixie Hwy., 2nd Floor
Lake Worth, FL 33460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MOCO

DESCRIPTIONS (Continued from Page 1)

Primary and Non-Contributory with respect to General Liability, if required by written contract, per "General Liability Coverage Form" #HG0001 (06/05).

Additional Insured status is granted with respect to Automobile Liability, if required by written contract, per "Commercial Automobile Broad Form Endorsement" Form #HA 99 16 (03/12).

Primary and Non-Contributory with respect to Automobile Liability, if required by written contract, per Commercial Automobile Broad Form Endorsement" Form #HA 99 16 (03/12).

Umbrella is Follow Form over General Liability, Auto and Employers Liability, subject to policy terms & conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** –Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

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(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

(1) Copyright;

(2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **17.a., b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment–related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. **Exclusions**

We will not pay expenses for "bodily injury":

a. **Any Insured**

To any insured, except "volunteer workers".

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or

2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section **III** – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper; or

b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment-Related Practices" means:
   a. Refusal to employ a person;
   b. Termination of a person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:
   a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
   b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section **III** – Limits of Insurance;
   b. A sidetrack agreement;
   c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

      Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. .

      However, Paragraph **f.** does not include that part of any contract or agreement:
      (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
         (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
         (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
      (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
   a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

TURBINE TECHNOLOGY
SERVICES CORPORATION

ORIGINAL

City of Lake Worth
GT-2 HMI Control
RFP #16-209

ORIGINAL

Submitted by
Turbine Technology Services Corporation
2016-90-9013

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

EXHIBIT "B"

GT-2 HMI CONTROL

RFP # 16-209

REGISTRATION FORM

Proposers should complete and return this form to the Financial Services office prior 2:00 P.M. EST, Friday, August 12, 2016 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: Turbine Technology Services Corporation

Contact Person: Patrick Begley Title: Vice President

Street: 12661 Challenger Parkway Ste 250

City: Orlando FL State: ____ Zip: 32826

Telephone (407) 826 1803 Fax (407) 386 6293

E-Mail Address: Pbegley@turbinetech.com

Preferred Method of Receipt: ☐ Fax ☑ E-Mail

MINIMUM SYSTEM REQUIREMENTS

1. The HMI system shall maintain an operational availability of 99.9%.
2. The HMI system shall operate in a Microsoft® Windows® 7 32bit or 64bit system architecture.
3. The HMI system shall support enhanced security using NERC standards.
4. The HMI system shall support remote monitoring capabilities using TCP/IP technologies.
5. The HMI system shall incorporate Ethernet technologies for communication between HMI and MARK V system components.
6. The HMI system shall be capable of consolidating OEM devices into a single historian application for time-series data optimization and data collection.
7. The HMI system shall provide an SOE timeline data tied to alarm management.
8. The HMI computer workstation or server computer system shall be manufactured and supplied by IBM® or DELL®.

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 "C"

PROPOSER INFORMATION PAGE

RFP # 16-209

Company Name: Turbine Technology Services Corporation

Authorized Signature: [signature] Patrick Begley
Signature Print Name

Title: Vice President

Physical Address: 12061 Challenger Pkwy Ste 250
Street

Orlando FL 32826
City State Zip Code

Telephone: 407 826 1803 Fax: 407 386 6293

Email Address: P.begley@turbinetech.com

Web Site (if applicable): www.turbinetech.com

Federal Identification Number: 20-1173017
This is a requirement of every Proposer.

EXHIBIT "D"

RFP 16-209

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 Turbine Technology Services Corporation, I certify that Turbine Technology Services Corporation complies fully with the above requirements.

Authorized Representative's Signature — Date: Aug 29 2016

Name: Patrick Begley — Position: Vice President

TURBINE TECHNOLOGY
SERVICES CORPORATION

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Proprietary Information

TURBINE TECHNOLOGY
SERVICES CORPORATION

2016-90-9013
City of Lake Worth
Section A
Letter of Transmittal
(Proposal)

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

TURBINE TECHNOLOGY
SERVICES CORPORATION

Letter of Transmittal

Speedtronic™ Mark V Cimplicity <HMI> upgrade to TTS TMOS HMI System

1 Introduction

Turbine Technology Services (TTS) has its main office in Orlando, FL and has been in business for over 30 years. The company is a large, independent provider of a unique range of products and engineering services to GE gas turbine owners including replacement and upgraded HMI systems. TTS's goal is to ensure that the customer can find a "one-stop-shop" for turbine system engineering support outside of the OEM. The core TTS capabilities can be broken down into the following groups:

- Engineering Services
- Modernization/Unit Renewal services (Mechanical System Upgrades and Modifications)
- Turbine Management Systems (Controls and HMIs)

TTS has all the necessary expertise and resources to complete any engineering project we undertake. TTS is the right size organization to provide these services, having the ability to respond quickly, correctly and efficiently to the variety of needs specific to each project and machine type. Our project teams are highly experienced and are long time members of the TTS Organization. TTS uses a best practices approach to project management which allows us to draw from many years of combined experience to implement each project schedule in a timely and efficient manner from engineering and logistics management right through installation and commissioning of a new system.

2 Advantages of the TTS TMOS HMI Solution

In this case, TTS is offering an established and proven HMI solution which is operational on hundreds of units around the world. TTS provides technical and engineering support for this product from its head office in Orlando. The TTS Turbine Monitoring System (TMOS) is the best solution available to replace the GE <I> and Cimplicity <HMI> operator interface systems because of its simplicity and features as well as its easy expandability.

TMOS system installation does not require a unit outage and it can be commissioned and operated in parallel with the existing <HMI> system. It also utilizes off the shelf ARCNET cards rather than the existing GE-supplied ARCNET cards and it eliminates the need to reuse original GE software or licenses. The TMOS system has been proven in the field all around the world and runs on the latest computer hardware and operating systems thus facilitating cybersecurity (NERC) compliance. The TMOS system provides all the important Mark V diagnostic and engineering tools as well as providing new and unique features and capabilities.

Some of the important features offered by a standard TMOS are:

1. TMOS allows the operator to use screens essentially identical to those on the original system which allows for easier migration for the operators. The operators can then learn the additional TMOS graphical displays which are provided at their own pace.
2. Implementation DOES NOT require Mark V firmware (PROM) upgrade OR a gas turbine outage.
3. Improved and user-friendly screen features. Fast access to instrument or tag related documents directly from an animated display.
4. Drag-and-drop signals from animated display to TrendViewer for easy and fast trends set up.
5. Multiple animated displays can be viewed simultaneously if multiple monitors are used.
6. Mark V signals, Alarms, Diagnostics, Events and SOE historian archiving is standard in the base offering. Important data can be recalled at any time.
7. Connection and integration with other systems is supported by the TMOS system. Supported systems include those using Modbus Master and Slave, TCP/IP, OPC DA 3.0 and AE server
8. <C> core friendly – TMOS DOES NOT load up the Mark V communication core like the GE Cimplicity <HMI> system does. Therefore a single TMOS server can be linked up to 16 <C> processors without any significant impact on the speed of data transfer and update.
9. The TrendViewer which comes with the TMOS system is used to trend and analyze both historical and real-time analog and digital data. It has the ability to export charts to other data formats such as XML, CSV and Excel. Alarms and events viewer is integrated in this tool so that user can cross analyze stored process values at the exact time stamp when an alarm or event occurs.
10. Easy Mark V configuration – Mark V software or I/O changes can be automatically applied to TMOS SCADA just by updating the specific files, no project recompilation is required.

3 Scope

3.1. **New TMOS HMI Server.** TTS will supply one (1) TMOS HMI Server for installation in the control room where the current Mark V Cimplicity <HMI> is located. The server package will consist of:

- Server computer (Dell or HP) complete with Microsoft OS
- Monitor (1)
- Keyboard and mouse

The TMOS server comes complete with a Historian and SOE functions as standard. It is supplied with redundant hard disks to ensure required availability.

3.2. **Factory Acceptance Testing (FAT).** TTS will perform a system FAT using its in-house Mark V simulator and following its standard TMOS FAT procedures. Customer will be invited to the FAT which will take place the week prior to shipment of the equipment. If Customer can provide a set of unit PROMS then these will be mounted in the Mark V simulator for the FAT. Undertaking a FAT using the actual unit configuration ensures testing of all screens and functions prior to arrival at site and is an excellent training opportunity for Customer's engineering personnel.

The FAT will consist of two (2), eight (8) hour days at the TTS facility in Orlando. Customer is responsible for all travel, accommodations and meals for their personnel while attending the FAT.

3.3. **Installation and Training Support.** TTS will provide TMOS system installation, commissioning and training support as part of its scope. The training will use the TMOS manual which will be provided as part of the upgrade package as the reference document for the training. The training will include, but will not be limited to the following:

- System architecture
- System software
- System hardware
- System set up and initialization
- System screens and screen navigation
- System features and tools
- System troubleshooting and maintenance
- Screen modification process
- Communication functions

TTS has allocated three (3) days to complete installation and training to accommodate different shifts based on previous experience.

4 Turnkey Pricing

4.1. **New TMOS HMI** as described in Section 3 **$ 44,880.00**

5 Payment Terms

5.1. Proposed payment terms are:

5.1.1.	Initial payment ARO	50%
5.1.2.	Completion of FAT	35%
5.1.3.	Installation and testing of units and site acceptance	15%

6 Notes

6.1. Customer is to provide TTS with access to the current <HMI> computer and a backup of the current <HMI> software which will provide TTS with the current screens and I/O points needed for the new TMOS system.

6.2. TTS expects that the customer will physically locate the new TMOS HMI where the current Mark V <HMI> computer is located. TTS expects to reuse the current ARCNET cable.

6.3. TTS will provide a TMOS system manual in electronic format (PDF).

7 Extra Work and Delays

7.1. Any extra work performed by TTS which is not included in the scope of this proposal as outlined in Section 3, or delays not attributable to TTS, shall be billed to the Customer at TTS Standard Rates (see attachment). Extra work performed by TTS subcontractors shall be billed at cost plus 15%. Living expenses, accrued as a result of extra work or delays, shall be billed to the Customer at cost plus 10% in addition to hourly rates.

7.2. No extra work shall be performed without prior approval from the Customer.

8 Taxes

Tax Exemption Certificate. Stated prices do not include any sales and/or use tax. If applicable, please include your tax exemption certificate with your purchase order.

9 Validity

This proposal shall be valid for acceptance for 60 days from the issue date on page 1.

10 Terms and Conditions

Unless otherwise stated, TTS Standard Terms and Conditions shall apply.

Delivery: Hardware delivery shall be 12 weeks ARO. Delivery shall be EXWORKS TTS Facility, Orlando, FL, USA. Delivery stated as delivery time available EXWORKS after receipt of purchase order. All delivery times are quoted as delivery after receipt of purchase order.

11 Contact Information

Please feel free to contact the following persons for any Commercial or Technical Questions.

Pat F. Begley
Turbine Technology Services
Office Phone: (407) 810-8997
Email:pbegley@turbinetech.com

Patrick F. Begley	Turbine Technology Services Corporation	City of Lake Worth
August 29, 2016	Date	Date

TURBINE TECHNOLOGY
SERVICES CORPORATION

2016-90-9013
City of Lake Worth
Section B
Addenda

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

IFB 15-119	Mechanical Integrity Testing of Class 1 Deep Injection Well IW-1 **(Mathews Consulting)**		Attendance Sheet Bid Opening	**October 29, 2015** **3:00 pm**	Bid Tab **Posted 11/3/15** **Intent to Award to: All Webbs Enterprises**

Request for Proposals FY2016 - RFP's
(Commencing on October 1, 2015)

Number	Project/Service	Addendum / Attachments	Other Items	Closing Date	Evaluations / Intent to Award
RFP 16-211	Utility Locating Services			**September 13, 2016 3:00 PM**	
RFP 16-210	Emergency Food Services			**September 13, 2016 3:00 PM**	
RFP 16-209	GT-2 HMI Control (RE-BID)			**August 30, 2016** **3:00 PM**	
RFP 16-208	Workers' Compensation / Property / Casualty Third Party Claims Administration Service	**Attachment** Loss Run Report Addendum #1 and Attachments York Amendment FARA Loss Runs	Public Notice **Posted 8/22/16** List of Proposers	**August 19, 2016** **3:00 PM**	Evaluation Sheet **Intent to Award to: York Risk Service Group, Inc.**

TURBINE TECHNOLOGY
SERVICES CORPORATION

2016-90-9013
City of Lake Worth
Section C
References and Materials

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
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www.turbinetech.com

TURBINE TECHNOLOGY
SERVICES CORPORATION

References

Date:	2014-2015
Customer:	**Tucson Electric Power**
Scope:	HMI Replacement and Balance of Plant Controls upgrade and commissioning.
Contact Name:	James Cooper, Plant Engineer
Address:	3950 E. Irvington Road Tucson, AZ 85714
Phone No:	(520) 917 2630 FAX (520) 884-3919

Date:	2014-2015
Customer:	**New Smyrna Utilities Commission**
Scope:	HMI Replacement , TMOS Server
Contact Name:	Todd Ruggles, Plant Engineer
Address:	PO Box 1000 New Smyrna Beach, FL 32168
Phone No:	(386) 566-3620 FAX (386) 424-3170

Date:	2015-2016
Customer:	**WEB Aruba**
Scope:	HMI Replacement including TMOS Server and TMOS Workstation.
Contact Name:	Giomar A.I. Arendsz, Application Engineer
Address:	Balashi 76 P.O. Box 575 Oranjestad Aruba Dutch Caribbean
Phone No:	(297) 525-4669 FAX (297) 585 1335

Note: All references are fluent in English

TURBINE TECHNOLOGY SERVICES CORPORATION | We Know Gas Turbines

Turbine Monitoring System (TMOS)

Human Machine Interface (HMI) Upgrades

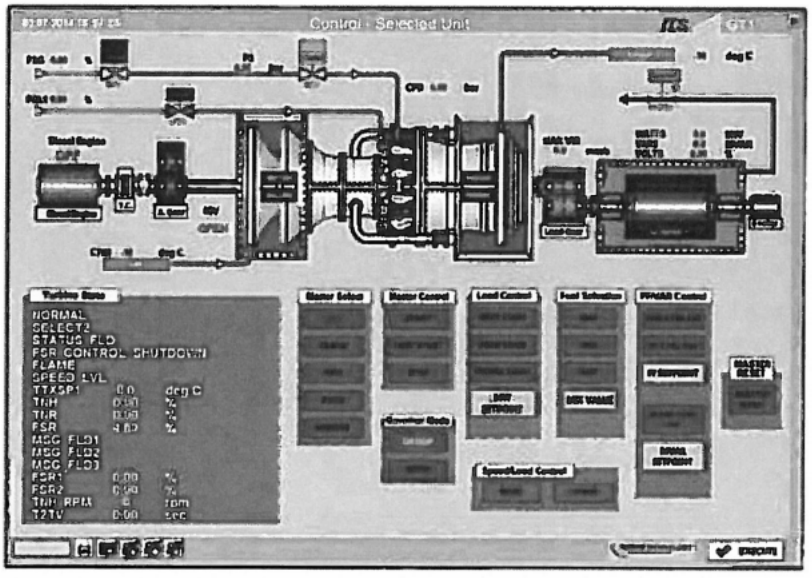
TTS is now offering replacement HMI and <I> computers for existing and new turbine and balance of plant (BOP) control systems. These systems are designed to replace existing OEM and aftermarket turbine and BOP control system interfaces on most gas and steam turbine applications.

TTS has employed Turbine MOnitoring System (TMOS) by Industrial Turbine Services (ITS) as the operating system for this product. The system is designed to provide ease of operation, flexibility and robust reliability on modern off the shelf hardware. With no modifications and little effort, the system can be integrated, for example, into the MK V control scheme and completely replace an <I> or Cimplicity HMI. All of the functions previously performed on the old machine interfaces are available on this product.

Original operator interfaces now operate on outdated, discontinued, and hard-to-find equipment reducing reliability and increasing maintenance costs. Limited hard drive space, inadequate diagnostic functions, and difficult/complex procedures for basic changes add to the difficulty of working with these original systems. These problems have been the main driving force behind the development of the TTS Replacement HMI powered by Turbine MOnitoring System (TMOS) from ITS.

TMOS - Highlights

General Characteristics



- Universally applicable
- Simple and effective operation
- Less re-training effort and coherent documentation
- Uncomplicated and almost completely automatic software updates
- Short installation and integration times
- Outage normally not required
- No alteration of controls or network is required
- Can be installed in parallel with existing HMI
- Complete remote maintenance is possible
- Computers supplied are of high quality, reliability, and performance from leading computer manufacturers
- Latest Microsoft operating system with simple network capabilities
- Constant development and improvement of the software increases product reliability
- Short period for realization of customer's request
- Can also be used as a gateway between other control systems and General Electric controls
- Sold as a complete package, all functions are immediately available for use
- Favourably priced with no hidden costs

Turbine Technology Services, 12661 Challenger Parkway, Suite 250, Orlando, FL 32826
| www.turbinetech.com | +1 (407) 677.0813

Communication and Interfaces

The following communication interfaces are directly supported with the appropriate TMOS modules. There is no need for any third party software for common functions.

- General Electric Mark IV, V, VI
- Siemens Simatic S5, S7
- Modbus-Protocol
- MAMSP-Protocol
- DLAN-Protocol
- ARCNET-Protocols
- Ethernet-Protocols
- SQL-Interfce
- OPC-Interface
- SNMP-Communication
- NNTP-Communication
- SMTP-Communication
- HTML-Interface
- SysLog-Interface
- Profibus-Interface
- MS-Office-Interface

Special Program Functions

- High data transfer rates to PLC
- Extreme memory saving communication structure
- Possible to operate more controls over analog lines (without functional restrictions)
- No data compression required (special memory handling)
- Freely definable organization of operator displays
- Automatic data analysis possible
- Many event driven program functions
- Direct access to the PLC memory
- Integration of the field wiring in the logic plan of the controls for easier troubleshooting possible
- Communication of one TMOS server with up to 9 controls

TMOS - Basic Functions

In addition to the TMOS highlights, TMOS naturally offers all the functions of a modern operator and monitoring system. The following list is only an overview of the basic functions and is by far not all the features. Through further development and improvements suggested by our customers, new features are constantly being added. These new features can exactly meet your requirements, but might not be mentioned here. Therefore, we recommend that you contact our sales and marketing department and setup a presentation.

Settings & Configuration

- Multilingual for world wide application
- Clear administration of all configuration parameters
- No hidden configuration menus – full access!
- Simple and safe user administration
- Extensive assignment of user rights
- Time synchronization with SNTP, radio, or GPS signal
- Freely definable scaling by single-operation and/or Client/Server
- Multiple redundant applications of TMOS possible Operating and Monitoring
- User dependent arrangement of displays
- Freely definable organization of displays
- 1 to 1 usage of original displays possible
- Common formats for pictures/videos can be inserted into displays
- Safety "two key" operation possible
- Access to all inputs, outputs, data blocks, and variables
- Built-in freely definable diagrams in displays
- Switchable between two identification systems (ANSI, KKS)
- Switchable between two types of scaling (Metric, English)
- Printing and saving of all displays
- Clear alarm routines
- Many colors for alarms from different PLCs available
- Extensive search functions for the alarm lists
- Freely definable sound for audible alarms
- Background help text for alarm signals
- Direct link between alarm and logic diagram

Storage and Diagnosis

- Long-term data collection from all the processors
- Long-term data collection in different time intervals
- Freely definable list of data to be stored
- Collection of all alarms, variables, inputs, and outputs
- Short access time to stored data
- Ingenious memory management for data storage
- Extensive diagnosis of PLC and network topology
- Event driven high speed data recording
- Online/offline graphs
- Freely definable configuration of all graphs
- Predefined graphs are in the background
- Use of triggers in graphs
- Infinite zooming in all graphs
- Data export as a graph or table format
- Data export in different picture formats
- Data export in different Microsoft data formats
- Data export in SQL-data banks
- Real time display of the logic diagram
- Visualization of all function blocks in the logic diagram
- Integration of the panel or field wiring into logic diagram possible (eliminating the paper documentation when troubleshooting)
- Built-in real time complex mathematical functions
- Integrated real time thermodynamic calculations
- Comfortable search functions in the logic diagrams
- Many display formats for all data (HEX, DEC, calculations)
- Printing of the constant lists and logic diagrams
- Direct forcing of signals in logic diagram
- Writing data to the EEPROM in the GE controls
- List of all user forced signals
- Create different forcing lists
- Automatic servo monitoring / valve testing

Statement of Qualification

TURBINE TECHNOLOGY
SERVICES CORPORATION

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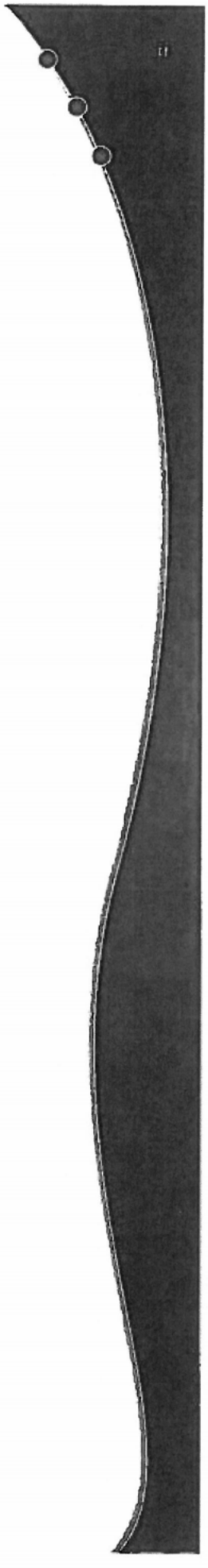


Introduction

Dear Prospective Client,

Thank you for the opportunity and privilege to introduce the services offered by Turbine Technology Services (TTS).

For 30 years, TTS has prided itself on being a leader in the gas turbine engineering industry; and throughout this time we have been at the forefront of introducing new technologies and innovations for the entire range of products and service demanded by gas turbine operators.

We are an established company with a proven track record of successful gas turbine service and support, ranging from simple call-out service requests to complete unit relocations, including plant design, installation and commissioning.

TTS is a complete engineering company with the engineering capability for all aspects of heavy industrial and aeroderivative gas turbine support. We regularly implement engineering modifications and improvements to various OEM turbine designs and have designed many advanced and unique turbine modifications entirely with our own staff. This depth of expertise gives our customers full confidence that there will be no need to revert to the OEM for engineering support should any engineering issues arise during the course of a project. Also, as a privately-held organization, we have the ability to respond quickly, correctly and efficiently to all customer requirements.

Our focus has always been to listen to clients and provide the solution that is needed for your specific plant and operating requirements. As you read through this document, we hope you will be convinced that whether your gas turbine is installed in a remote jungle and requires a fuel system conversion; or your highly sophisticated combustion system needs tuning to achieve stringent emission guarantees; you will consider TTS to provide the solution.

On behalf of all employees of TTS, I thank you for the interest in our company. Do not hesitate to contact me directly should you have any questions or need further information.

Sincerely,

Tony Thornton.

Tony Thornton
President

Direct Phone: +1 407 810 4400
Email: tthornton@turbinetech.com

Product Information

TURBINE TECHNOLOGY
SERVICES CORPORATION

Turbine Control Systems

Our Turbine Control Systems are built on the most advanced programmable controller platforms available today and these systems are designed using the latest in distributed control philosophy.

Engineering & Consulting Services

We offer industry-leading consulting, field and design services to gas turbine owners and operators worldwide as well as a wide range of services to utilities, independent power producers and private sector enterprises.

Turbine Installation & Reapplication

The relocation of a used gas turbine-generator set is very different from a new unit installation. Relocation projects are typically fast-tracked, requiring immediate equipment availability, and there is little time available for all the engineering and modification work that may be required.

Global Footprint

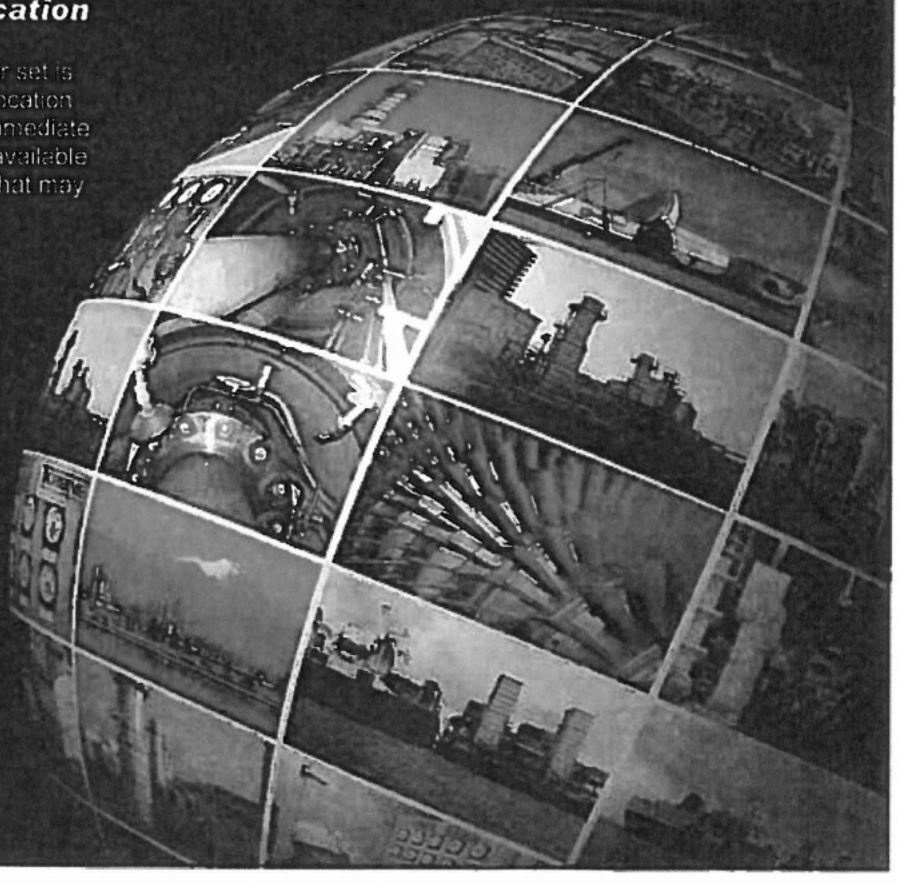
Turbine Technology Services has served a diverse portfolio of clients in the international power generation marketplace.

Conversion, Modification & Upgrades

Turbine Technology Services can provide engineering and consulting services to include projects such as frequency conversions, fuel system conversions, emissions abatement systems, auxiliary system modification, and instrumentation and control system modification.

Gas Turbine Parts

Building on our reputation for engineering excellence, TTS offers an enhanced aftermarket parts service to our global customer network.



TURBINE TECHNOLOGY SERVICES 30 YEARS OF EXCELLENCE

TURBINE TECHNOLOGY SERVICES CORPORATION

Turbine Technology Services (TTS) provides gas turbine technology expertise and turbine engineering and construction services worldwide. The company's experience and ability to provide technical solutions has led to the successful management of numerous gas turbine installations and modernization projects, and the provision of innovative and unique engineering solutions to gas turbine customers.

Recent Projects

Global Expertise in Turbine Engineering

Project: Turbine Upgrade & Control System Modernization
Location: Termoyopal Power Plant in Yopal, Colombia

This TTS project required the modernization of three existing and two replacement gas turbine power generation assets to enhance Termoyopal's capabilities.

By replacing obsolete and outdated equipment at Termoyopal, as well as unsupported software platforms, TTS contributed to a significant reduction of costs related to personnel training, spare parts inventory and individual component costs. This resulted in an overall system reliability and availability improvement.

Project: Rakia LM2500 Gas Turbine Upgrade
Location: Ras al-Khaimah, United Arab Emirates

This TTS project required the upgrading of an LM2500 gas turbine in order to integrate operation with a sister unit at the Al Hamra power plant located in Ras Al Khaimah, United Arab Emirates.

The purpose of the upgrade was to provide the same capability and configuration for both units' control systems in order to then establish a link between both unit controls systems to allow them to be operated in parallel. Upon completion of the LM2500 Upgrade, the more robust overall system improved supply reliability for all customers.

Project: Westinghouse 251B8 Turbine Control and Fuel System Conversion
Location: Diego de Almagro, Chile

This TTS project required the supply of new turbine and generator controls and complete fuel systems (from the storage tanks to the engines) for 2 – W251B8 gas turbine generators being relocated from the USA to the northern deserts of Chile.

The turbines provided for this project were supplied without control systems or fuel systems. TTS developed an open-architecture, PLC based control system for these units, ensuring expandability and flexibility of the system in this remote location. In addition, the volatility of the price of fuel in the region dictated the need for fuel flexibility. TTS developed a dual fuel system (distillate and heavy fuel oil) for the turbines, allowing the turbine to operate at varying fuel price points.

Gas Turbine Parts

Aging power plants around the world endure the wear and tear of their operation, requiring the replacement and retrofitting of the equipment to extend their technical lifetime with spare turbine parts.

Turbine Technology Services, a global leader in gas turbine engineering and consulting, has built a solid reputation in the power generation industry as a knowledgeable service provider. Building on this reputation for engineering excellence, TTS continue to offer an enhanced aftermarket parts service to our global customer network.

Our multilingual customer support team provides a total gas turbine power plant parts sourcing and procurement service. The customer support team is dedicated to providing our clients access to high quality, cost effective spare parts to support both planned and forced outages. We view this service as a key component and extension to effective asset management.

If you need inventory spares or parts in support of any maintenance activity, TTS can provide them through our extensive network of suppliers, including, but not limited to:

- GE Parts for Frame 3,5,6,7, and 9
- Westinghouse 191,251 and 501
- Ruston
- Pratt & Whitney

SERVICES INCLUDE:
- On base devices and equipment
- Pumps and Valves
- Electrical, electronic and instrumentation
- Turbine & Generator control system spares
- OEM and Non OEM systems
- Consumables
- International shipping and logistics

OUR COMPANY

Serving the Power Generation Industry Since 1983

We Specialize

Gas turbine power plants are Turbine Technology Services' (TTS) core business, and our team of engineering professionals has the specialized expertise and depth of knowledge to meet the demands of our clients in the power generation industry.

From troubleshooting and upgrading gas turbine systems, to relocating entire power plants at a project's site, TTS offers specialized products and services that are tailored to our customers' needs and designed to meet their goals and objectives.

TTS knows gas turbines and our company offers OEM alternatives that can keep your project within budget without compromising exceptional results.

We Customize

TTS can customize any of our engineering solutions to address specific goals, objectives and tasks. As a versatile engineering services provider, TTS can provide complete solutions to your project— from start to finish.

Given our longevity and experience, our engineering professionals are equipped to combine unique requirements into every aspect of the project plan.

TTS and our team of engineering professionals have the experience necessary to provide solutions for any customization project.

We Optimize

TTS can perform a comprehensive evaluation of your entire operation to generate detailed recommendations for increasing output, improving heat rate, improving reliability and availability, reducing operational and maintenance costs, and enhancing the lifespan of parts.

Additionally, TTS offers combustion tuning and performance testing, allowing you to utilize one source for testing and tuning services.

GLOBAL FOOTPRINT

Turbine Technology Services' engineers have worked for diverse companies in the industry all around the globe and bring this depth of knowledge and experience to our company to secure a strong footprint in:

- North America
- South America
- Europe
- Australia
- Asia
- Africa

TTS has the versatility and agility to provide gas turbine engineering services anywhere in the world. Our team of professionals can work with local and state governments, as well as other industry partners in developing solutions that can get the job done on time, within budget and with efficiency.

WESTERN HEMISPHERE
Turbine Technology Services' Western Hemisphere division covers North America, Central America, South America and the Caribbean. The division is spearheaded by Frank Hoegler, who manages business development and sales throughout the region.

EASTERN HEMISPHERE
Our Eastern Hemisphere division covers Europe, Australia, Asia and the Middle East. This division is spearheaded by Pat Begley.

AFRICA
Our African division is spearheaded by Tony Thornton.

Request Information:

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General Inquiries:
inquiry@turbinetech.com
- **Spare Parts Inquiries:**
parts@turbinetech.com

Main Office:

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Suite 250
Orlando, FL 32826

A HISTORY OF INNOVATIVE ACHIEVEMENT

30 Years Serving the Power Generation, Process and Pipeline Community

Turbine Technology Services (TTS) is proud to celebrate 30 years of engineering excellence and industry leadership, delivering results to turbine users in the process and power generation industries.

1983 | The Beginning

Since 1983, Turbine Technology Services (TTS) has been providing the turbomachinery industry with high quality, cost-effective alternatives to the OEM. With more than 30 years in the gas turbine industry, TTS has offered its innovative control solutions and modernization and upgrade services to the mature gas turbine market in addition to offering a complete array of services to the industry, from state-of-the-art control components, combustion and dynamic tuning to performance testing on the latest "F" technology equipment.

1987 | Relocation

During the 1980s and 1990s TTS relocated and modernized over 40 gas turbines throughout the world. Many of these projects required 60 - 50 and 50 - 60 cycle conversions along with modernization of gas path and ancillary systems technology. TTS gave new life to neglected simple cycle gas turbines by relocating and reapplying them in combined cycle and cogen roles.

1987 | Powerlog Digital Data

First company to apply Powerlog digital data acquisition hardware and software to existing electro-pneumatic-hydraulic turbine controls.

1988 | Remote Access and Support

First company to apply remote access systems to support and troubleshoot gas turbine operational failures. Ref. ASME Extending Expertise through State-of-the-Art Monitoring.

1989 | High Speed Electronic Servo Valves

Pioneered application of high speed electronic servo valves to large gas turbine applications.

1994 | Advanced Mechanical Maintenance Methods

In its early history TTS pioneered new maintenance techniques to shave up to 50% off otherwise lengthy procedures.

1994 | Online Reference Library

In the 1990s, TTS pioneered the first comprehensive online relational reference library, known as MasterMind™. It linked the sources of all critical alarms and trips on the control screen to all documented detail and live control data related to that root cause.

1995 | Wearable Process/Power Plant Control

First company to create a wearable Human Machine Interface for wireless Process/Power Plant control.

1998 | Dry NOx Control Fuel Systems

In 1998 TTS, together with a leading combustion hardware designer, created the first non-OEM dry low NOx type combustion system.

1998 | Remote Worldwide Access

First to provide inexpensive integration of control platforms from diverse OEMS to provide for remote worldwide access.

2002 | Bundled Tuning Services

TTS was the first to integrate combustion emissions, dynamics and controls tuning into a comprehensive service. Today, our team of experts tune OEM combustion systems to bring them into compliance. Precise fuel split and dilution hole changes are made in the field, saving days of potential down-time.

2005 | Future-Proofing for Sustainability

TTS begins applying its unique experience in gas turbine technology to retrofit hundreds of existing gas turbines to burn HFO, RFO and blends of low BTU gas fuel from coal, petroleum coke and other syngases.

2008 | Frame 7 Modifications

TTS successfully undertakes the modification of Frame 7 units for 50HZ applications.

2010 | Industry Leadership Initiatives

TTS continues to increase its industry leadership through an enhanced set of products and services, along with a brand new corporate image that reflects Turbine Technology Services' outlook for success in the second decade of the millennium and beyond.

2011 | Triple Modular Redundancy Introduction

In response to the demand of gas turbine users to maintain the triple modular redundancy (TMR) functionality provided with their OEM gas turbine control system, TTS developed the first aftermarket Industrial Gas Turbine control system with full TMR functionality utilizing open architecture and non-proprietary, commercially available hardware.

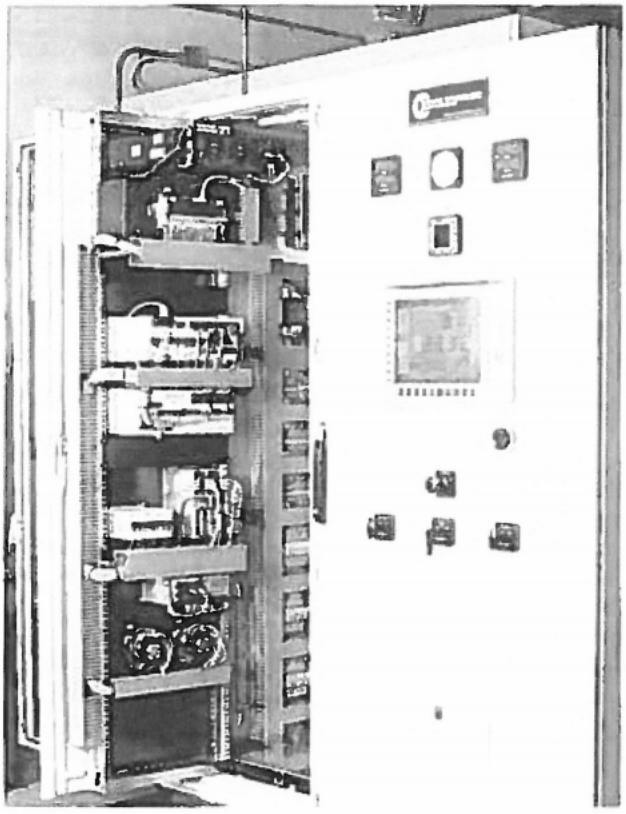
2012 | Combustion System Auto Tuning System

TTS, a pioneer in aftermarket combustion system technology, develops an "auto tuning system" for use on advanced class gas turbines equipped with Dry Low NOx combustion system. The system automatically keeps the gas turbine operating within allowable emissions levels and in compliance with air quality permitting while protecting the combustion system from damage due to excessive wear and tear and combustion system operational excursions.

Turbine Control Systems

TTS' Turbine Control Systems are built on the most advanced programmable controller platforms available today and each system is designed using the latest in distributed control philosophy to suit specific customer requirements.

To date, TTS' Systems are installed on over 5200MW of generating capacity throughout the world with millions of operating hours recorded. Turbine Technology Services supplies a comprehensive package of engineering, hardware and technical support to complete a control system upgrade. This package includes overall system design; all controller and operator interface hardware, software, and installation drawings; instruction manuals; training manuals and technical direction for system commissioning.



TMS-1000 Control Systems

The TMS Series™ 1000 Turbine Control System (TMS-1000) is a digital control system designed to provide enhanced control and protection for the Gas Turbine train while maintaining the original system functionality.

TTS utilizes Rockwell Automation's *ControlLogix* platform, which offers the user a high-speed, high-performance system. The controllers perform all of the sequencing, fuel control and protection that is necessary for proper gas turbine operation. The TMS-1000 system is available for use on all Heavy Duty Industrial and Aeroderivative Gas Turbine models and is intended to replace legacy analog and digital control systems. Benefits include:

- Improving existing control system performance & reliability
- Optimizing unit output and efficiency
- Eliminating dependence on OEM for spare parts & repairs
- Reducing the cost of spare parts and/or repair
- Improving the amount of quality of information the system provides to operators and engineers
- Providing additional features to enhance unit operation and maintenance

We supply a comprehensive package of engineering, hardware, and technical support to complete the control system upgrade, which includes overall system design; all controller and operator interface hardware; software, and installation drawings; instruction manuals; and technical direction for system commissioning.

Triple Modular Redundancy

The TMS Series™ 1000 Triple Modular Redundant Turbine Control System (TMS-1000R) is a digital control system designed to provide maximum safety and system availability for the Gas Turbine train while maintaining the original system TMR functionality. TTS utilizes a Rockwell Automation/ICS Triplex Trusted™ TMR platform, which offers the user advanced fault tolerance and fail-safe features, along with high-speed and high-performance.

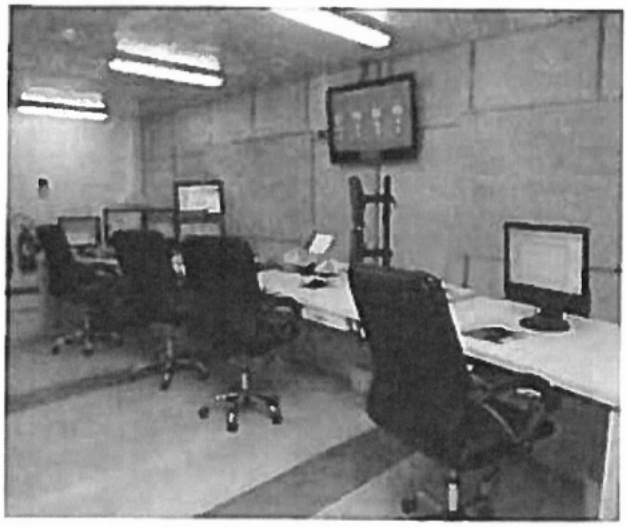
The processors perform all of the sequencing, fuel control and protection that is necessary for proper gas turbine operation. TMS-1000R is a replacement for any TMR control system such as the GE MKIV, V and VI systems as well as being an upgrade to the safety of any other OEM gas turbine control system.

Combining Hardware Implemented Fault Tolerance (HIFT) and TMR technology, the Trusted™ platform offers users capabilities to include Safety Integrity Level of 3 (SIL3) and fault tolerant; stable and predictable operation, high capacity and high speed; and ease of use and maintenance.

The TMS-1000R system is available for use on all Turbo Machinery Control (TMC) —compressor and gas turbine control— and it is intended to replace legacy TMR control systems.

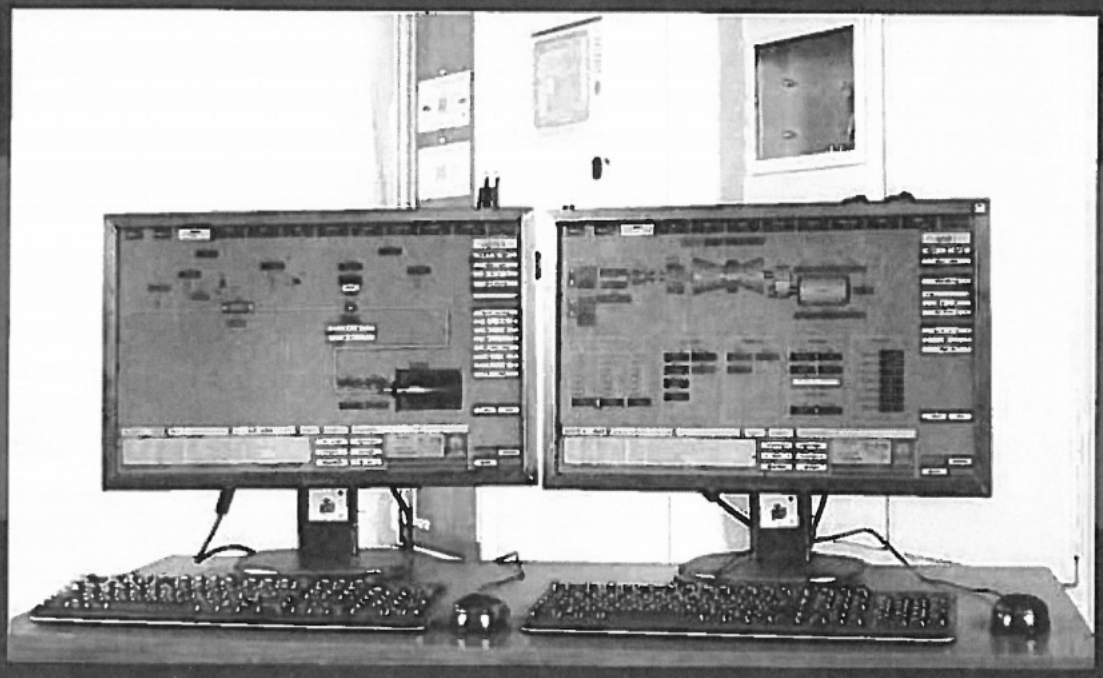
Balance of Plant Control System Solutions

Traditionally the Gas Turbine Control System was autonomous and connected to the rest of the plant via a communications link. With the advances in communications options, I/O types and the capabilities of programmable controllers, the Gas Turbine Control System can be a fully integrated component in an overall Balance of Plant Control System (BoP). The Balance of Plant Control System uses the same controller and I/O platforms and communicates on a common bus, sharing all plant parameters.



Typical systems include, but are not limited to:

- Liquid Fuel Treatment/Forwarding/Storage
- Gas Fuel Compression
- De-mineralized Water Treatment
- Plant Instrument Air
- Plant Cooling Water Systems
- Switchgear Interface



Human Machine Interface System

The TMS 1000 HMI (Graphic Interface for the TTS TMS-1000 Control System) is available in a variety of platforms and covers numerous makes and models of gas turbines.

New Designs and Features:

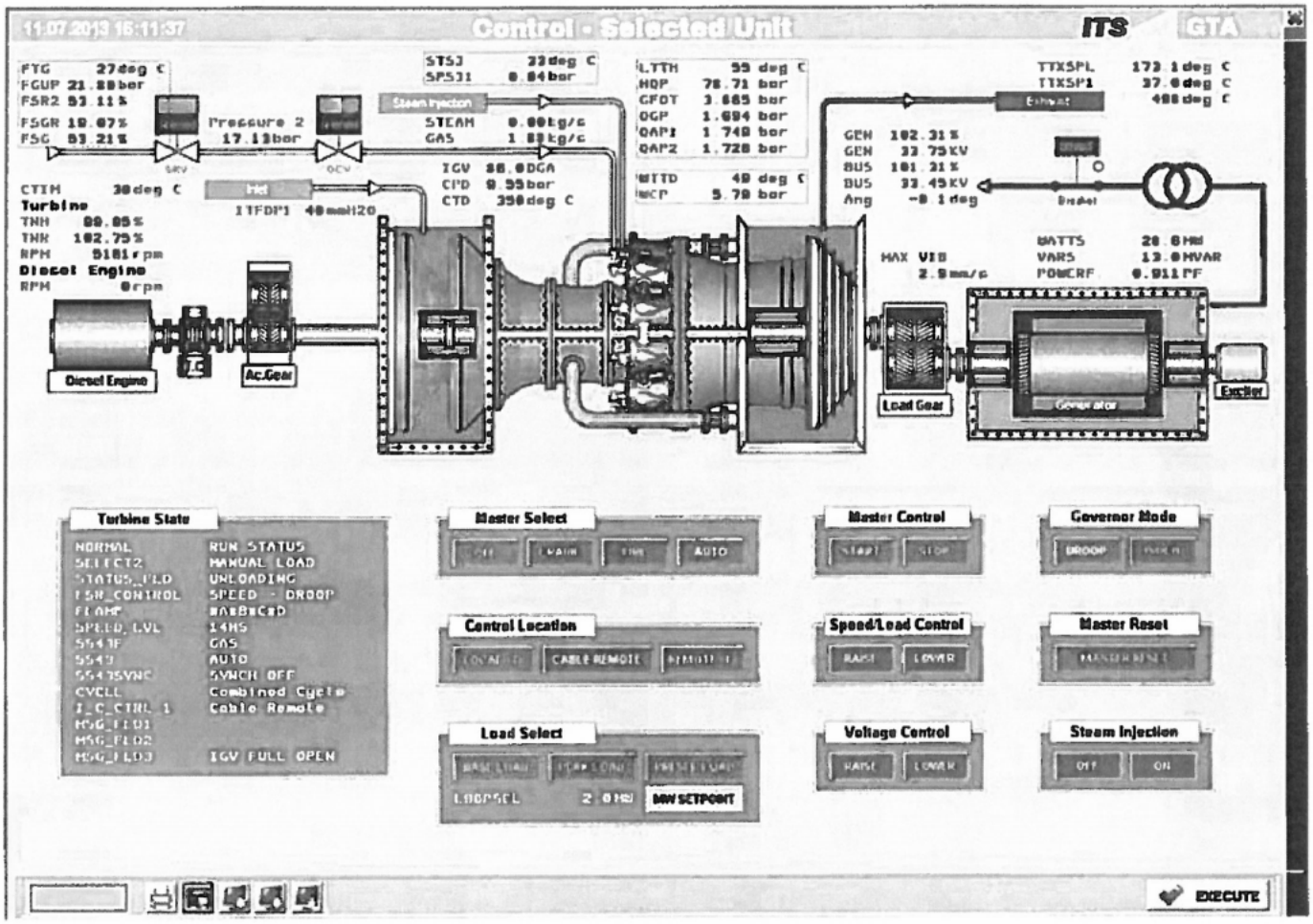
- Simplified Navigation
- Descriptive Tooltips
- New Logic Controlled Analog Blocks Design with Optional Imperial/ Metric Display
- TTS Developed Language Dictionary For Dual Language Applications
- Simplified Trending Selection
- Advanced Analog Data Popup

TTS offers the following HMI services:

- New HMI for our own systems
- Upgrade to existing HMI for our own systems
- Upgrades to other OEM systems – GE

TMOS-1000

TTS offers the TMOS-1000 as a replacement for existing OEM turbine and balance of plant control system HMIs on most gas and steam turbine applications. The TMOS-1000 can be connected to a Speedtronic™ control system with no modifications and little effort and completely replace an <I> or a Cimplicity® <HMI>. All the functions previously provided by the original machine interfaces are available via the TMOS-1000, with the additional benefit of enhanced capabilities and functions.



General Characteristics:

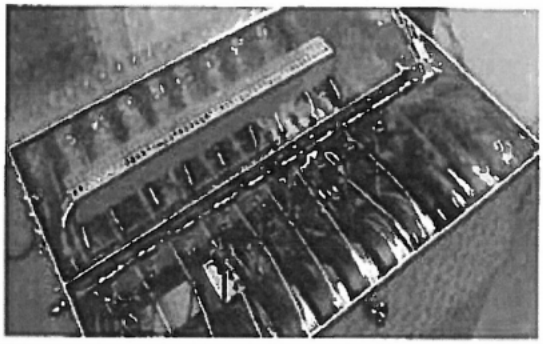
- Universally applicable
- Simple and effective operation
- Minimal re-training required on the new system, which is provided with comprehensive documentation
- Ease of installation of software updates
- No shutdown required resulting in short installation and integration times
- No alteration of controls or network is required
- Complete remote maintenance is possible
- Computers supplied are of high quality, reliability, and performance from leading computer manufacturers
- Widely used operating system (Microsoft Windows 2000) with simple network capabilities
- Constant development and improvement of the software increases product reliability
- Short period for realization of customer's request
- Can be used as a gateway between other control systems and OEM controls
- Sold as a complete package, all functions are immediately available for use
- Historian included

Motor Control Center(s)

Often overlooked during system upgrades, the Gas Turbine Motor Control Center (MCC) is a key element in assuring reliability for a turbine generator package. TTS can provide either a new complete replacement MCC, or a system fully integrated into the new TMS-1000 Turbine Control System using a combination of "point I/O" and Allen Bradley's Intellicenter technology. Benefits for our new MCC include:

- Built-in DeviceNet: 8A, 600V, Class 1 cabling
- Flexible Viewing Location: IntelliCENTER software can be run on DeviceNet, ControlNet, or EtherNet/IP
- Plug and Play - configured and tested at factory prior to shipment
- Reduced control cabling
- Increased motor running data available to operator and maintenance
- Reduced cost versus upgrading existing MCC with component replacement

CMS-1000 Combustion Dynamics Monitoring System

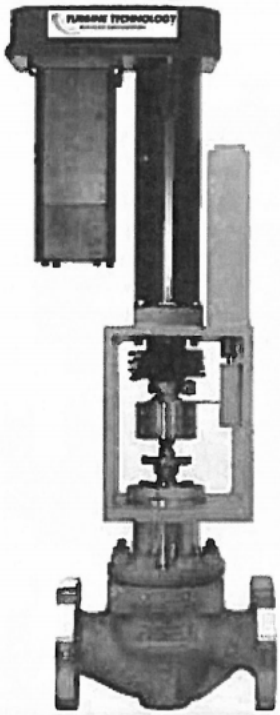


Dry Low NOx combustors designed to meet today's stringent emissions regulations must operate at very lean fuel-to-air ratios in order to meet single digit NOx limits.

Operation at fuel/air ratios close to the lean flammability limit make Dry Low NOx combustors prone to dynamic pressure oscillations that can lead to accelerated wear and mechanical distress, flashback of the flame into the premixer, or lean blow out trips.

Regular tuning of these systems is required to ensure compliance with emission regulations and long term component integrity. TTS' CMS-1000 CDMS is specifically tailored for measuring dynamic pressure pulsations in gas turbine Dry Low NOx applications. Hardware configuration and setup are simple, and the software is user-friendly and provides data in formats that Dry Low NOx tuners and operators need to easily optimize their operation.

This system is available in two configurations: CDMS portable system and CDMS permanently installed system.



ElectroFlo® Electronic Control Valve

Fast and accurate flow control for combustion turbine applications is more accessible with the ElectroFlo® Electronic Control Valve. Developed by TTS, the ElectroFlo® Valve surpasses the response and accuracy of most pneumatic and high pressure hydraulic systems, while eliminating many of the complications associated with each.

With the ElectroFlo® Valve and other suggested modifications, TTS can completely eliminate all hydraulic and pneumatic accessories found on typical gas turbines. The ElectroFlo® Valve has over 10 million installed hours in applications controlling fluids from natural gas and diesel fuel to steam and water for NOx abatement.

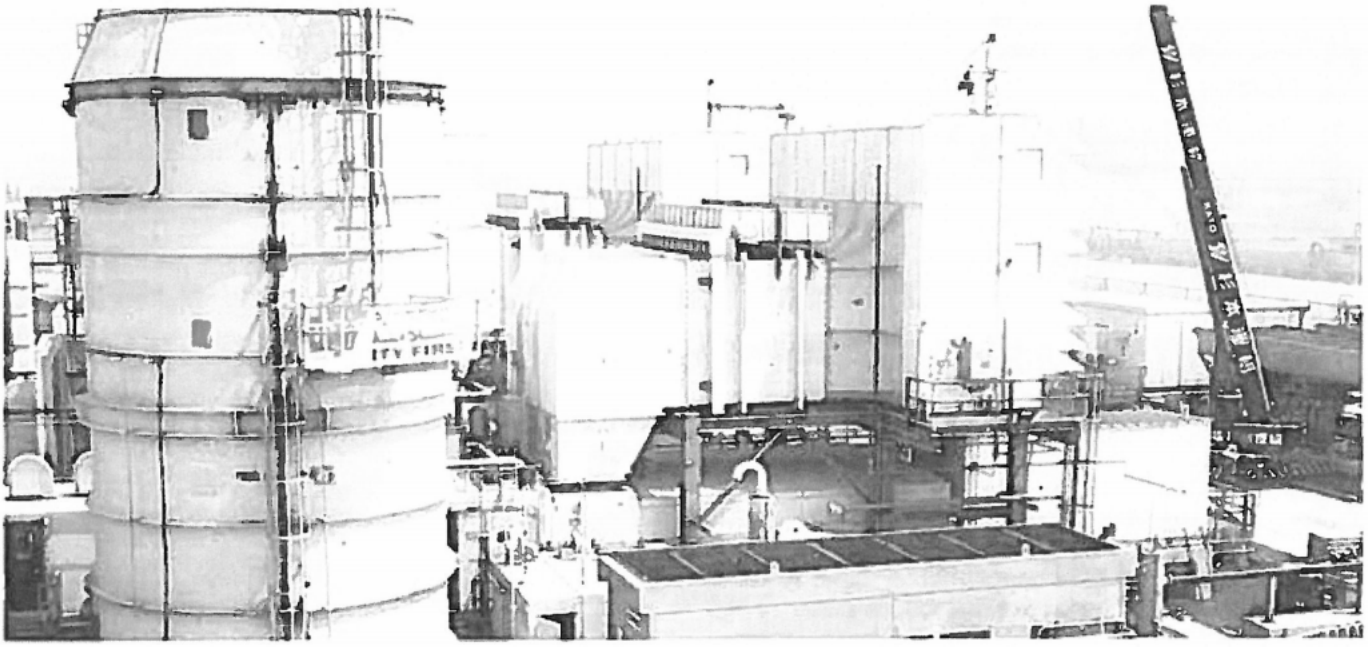
Using TTS' ElectroFlo® valve offers the potential to make the turbine operation more reliable by eliminating pneumatic and hydraulic systems and components which are prone to failure.

We Know Gas Turbines

TTS is at the forefront of power generation innovation, providing expertise and knowledge to enhance and extend turbine equipment's lifetime and performance.

ENGINEERING AND CONSULTING SERVICES

Industry-Leading Consulting for the Turbomachinery Community



Consulting and Design Services

TTS offers industry-leading consulting, field and design services to gas turbine owners and operators worldwide as well as a wide range of services to utilities, independent power producers and private sector enterprises. Our engineeringconsultants deliver proactive evaluation and solutions for gas turbine owners and operators. TTS field engineers focus on implementing our effective designs, providing thorough evaluations, supervising contractors and suppliers, and coordinating all plant interfaces.

Project Management

TTS takes a "systems approach" to every project we manage. Our engineers can combine gas turbine enhancements into one comprehensive package. Each of our project managers brings a strong combination of experience and specialization to every major project. TTS is a proven alternative for turnkey relocation and installation projects, and our project management teams will cover all of the following aspects of a project:

- Design Engineering
- Field Engineering
- Logistic Planning
- Performance/NOx Testing/NOx Tuning
- Craft Labor/Technicians
- Emissions Compliance
- Equipment Installations
- Material Acquisition

Technical Direction

When it comes to overall gas turbine knowledge and experience, TTS is an industry leader in after market gas turbine support. Our technical directors have an extensive knowledge in mechanical, electrical, controls and support systems for many gas turbine manufacturers and models from the mature fleet to the most advanced models. We provide a completely integrated and tested maintenance solution for our customers.

Troubleshooting and Maintenance

Don't leave troubleshooting and maintenance to the inexperienced. TTS has 30 years of experience in supporting gas turbine users worldwide and our engineers have decades of experience on many OEM platforms. We can begin to support your troubleshooting or maintenance activity immediately.

We Know Gas Turbines

TTS' projects have been featured in a variety of industry publications, including POWER Magazine, Cogeneration and On-Site Power Production Magazine and numerous other global turbine engineering publications and journals.

Start-Up Commissioning Services

Whether it is a new plant start-up, unit relocation or post maintenance activity, Turbine Technology Services can provide the expertise required to commission your gas turbine and driven equipment. TTS can provide qualified commissioning engineers experienced in:

- Gas Turbine Control Systems
- Gas Turbine Mechanical Systems
- Generator Control, Protection & Excitation Systems
- Process and BoP Systems
- Electrical Systems – LV, MV and HV

TTS also provides back office engineering support to quickly and effectively answer any issues that arise during commissioning activities.

Through this combined expertise – on site and in the office –TTS is able to offer our clients fast, efficient, cost effective and most importantly safe start up of their assets.

Combustion Dynamics & Emissions Tuning

For Dry Low NOx combustion systems, combustion dynamics tuning is required during initial unit start-up and periodically thereafter any time combustion or hot gas path hardware is changed out. Additionally, combustion dynamics tuning may be required to help meet your goals for operational flexibility.

Combustion dynamics tuning involves the acquisition and analysis of real-time dynamics data using locally installed equipment and adjustment of a gas turbine's operating configuration. Tuning minimizes emissions and combustion hardware stress levels.

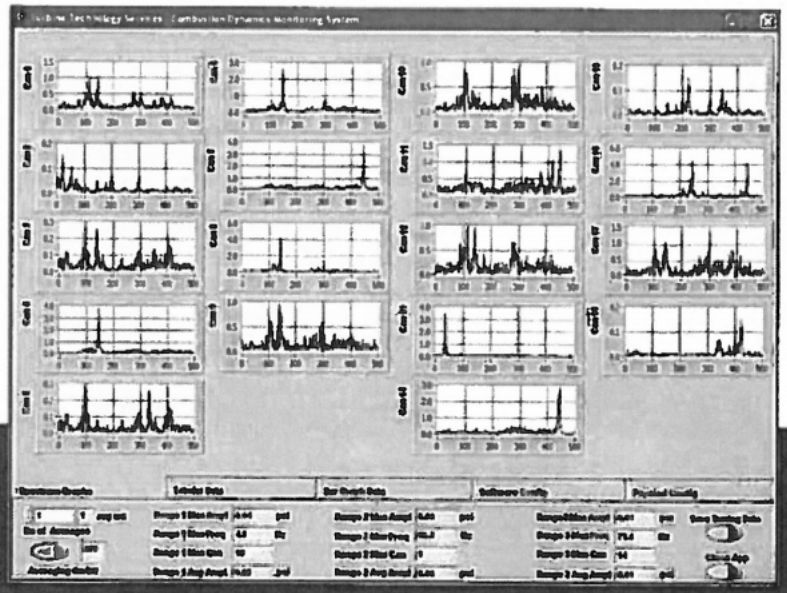
Monitoring services allow real-time analysis of combustion dynamics, identification of changes to a unit's operating profile and recommendations for corrective tuning. Customers benefit from improved reliability, availability and regulatory emissions compliance as a result of combustion dynamics tuning.

Comprehensive Dry Low NOx Services:

- Dry Low NOx Tuning
- Auto Tuning
- Operational Troubleshooting
- Maximize Load Turndown
- Training

Comprehensive Performance Optimization:

- Improved Output and Efficiency
- Cold Weather Optimization



TTS is trusted by governments and private industry customers alike—and our reputation in global power engineering is why we continue to excel and succeed.

Our global footprint covers some of the most remote locations in the world, where power equals opportunity and prosperity for the people, companies and communities that depend on reliable energy generation.

Unit Performance Optimization Programs

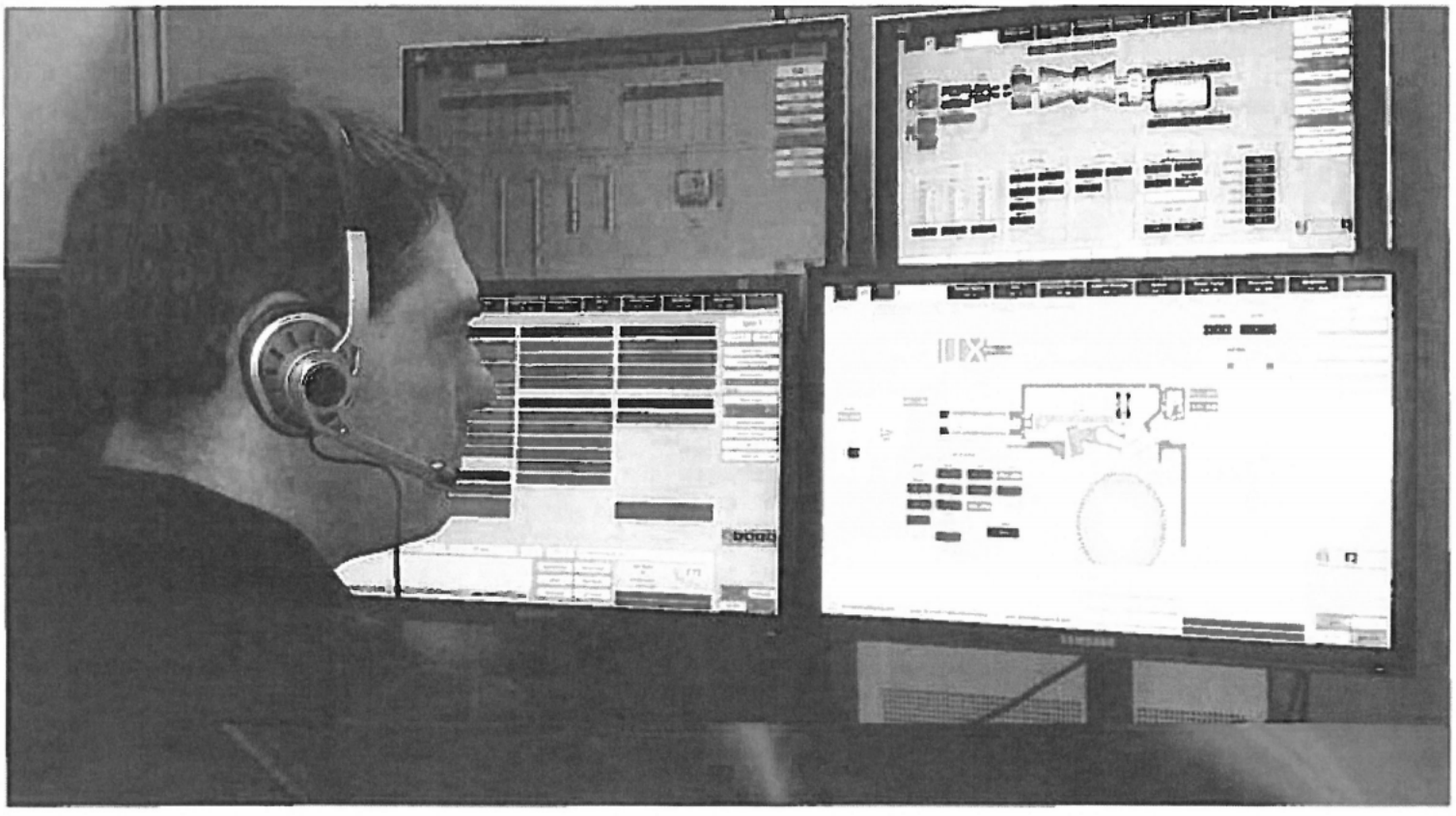
Turbine Technology Services' experience and expertise in the optimization of gas turbines offers exceptional benefits for your power generation facility. Gas turbine performance optimization is a process where control systems are improved to minimize fuel consumption while maintaining optimal unit output.

TTS' knowledge of gas turbines uniquely positions Turbine Technology Services to become your optimization partner and help you enhance your power generation system. Our unit performance optimization programs protect and optimize the performance of your gas turbine, the most expensive and important element in a power plant.

Remote Access Support

Turbine Technology Services lets you access and monitor turbine control data and applications from anywhere in the world for added redundancy and flexibility. Our remote support service also allows our global network of turbine specialists to remotely monitor and troubleshoot your turbine problems, and/or to make controls modifications from our offices in Orlando, Florida or any other location with ground or satellite internet access.

During commissioning and troubleshooting this remote "knowledge network" supplements the expertise of our on-site staff to provide enhanced problem review and diagnosis, resulting in faster turnaround times, shorter outages, and time and money savings. All remote support connections use high level encryption and will follow your corporate protocol ensuring all data is secure and access is controlled. TTS' Remote Access Support can help manage the cost of field service work with a more attractive cost option and with the same level of expertise you expect from our engineers.



TURBINE INSTALLATION AND REAPPLICATION SERVICES

No matter where a turbine is located or where its final destination may be, Turbine Technology Services is ready to install and reapply it quickly and efficiently.

The relocation of a used gas turbine-generator set is very different from a new unit installation. Relocation projects are typically fast-tracked, requiring immediate equipment availability, and there is little time available for all the engineering and modification work that may be required.

Turbine Technology Services can support your turbine installation and reapplication needs anywhere in the world, offering a complete package of services to ensure that your capital investment is well taken care of before, during and after its reapplication.

TTS is uniquely positioned with the knowledge and expertise required for successful relocation projects, and our engineering team has the specialized skill set to provide a complete solution.

- Original Plant Disassembly
- Transportation and Logistics
- New Plant Layout Engineering
- Fuel Conversions
- Frequency Conversions
- Electrical One-Line and Protection Engineering
- Emissions Control and Compliance
- Equipment Upgrades and Modifications

Relocation & Reapplication Service Projects

9 Frame 6 Power Barges

TTS was the EPC contractor for the relocation of these units from the Philippines to Nigeria. In addition to the basic relocation and commissioning work, the project also required 60/50Hz frequency conversions, fuel system conversions, emissions controls equipment, demin-water plants and new control systems. The project was completed ahead of schedule.

8 Frame 7B Turbine-Generators

TTS provided extensive technical direction and project management for the relocation of these units from South Korea to sites in the USA. In addition to project supervision, TTS was also the overhaul and upgrade contractors for much of the work required to convert them from 7B/liquid fuel configuration, to 7E/gas fuel/low NOx combustor design. The first of these projects was completed in eight months–from South Korea disassembly to USA operation.

4 Frame 7EA Turbine Generator Sets

In 2009, TTS made history by being the first company to engineer and install Frame 7EA turbine–generators in a 50Hz country (Kuwait). The commissioning of the units required a long and complex engineering process, much of which had to be performed at the site in Kuwait. The frequency conversion required the addition of a gearbox and auxiliaries, generator modifications, plant layout engineering, generator design and protection, plant electrical design, diesel starting systems, modifications to all on-base auxiliaries, and controls engineering.

This project was showcased on the November-December 2010 issue of Cogeneration & On-Site Power Production magazine—including the diverse modifications and upgrades on the power plant's gearbox and auxiliary lube oil module, starting motors and auxiliaries, fuel system conversion, BoP engineering, plant-wide control systems and state-of-the-art central control room.

CONVERSION, MODIFICATION AND UPGRADE SERVICES

Reducing Operational Cost Through Modernization

Turbine Technology Services can provide engineering and consulting services for a wide range of projects including frequency conversions, fuel system conversions, emissions abatement systems, auxiliary system modification, instrumentation and control system modification. The benefits of modernizing or upgrading a gas turbine can lead to improved component durability; reducing the need to replace or recondition parts and components. The result of the upgrade or modernization efforts can also lead to a reduction in the cost of maintaining the power plant.

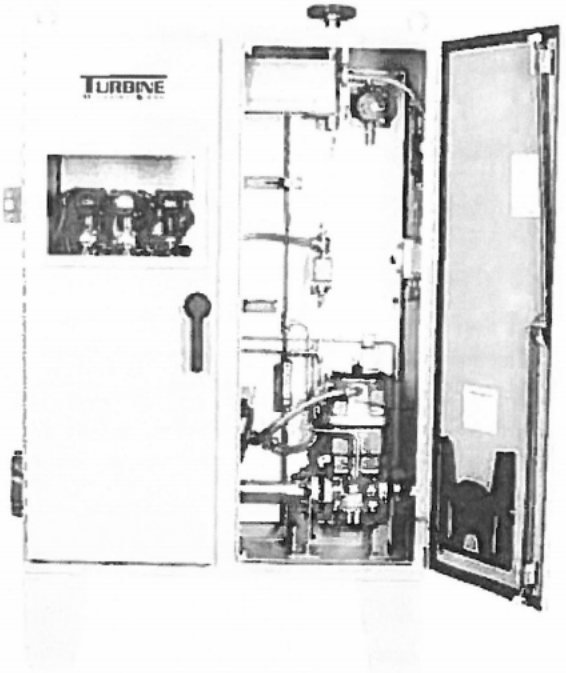
Frequency Conversions

Frequency conversions are required when a unit is relocated from a 50Hz system to a 60Hz system or vice versa. TTS has undertaken numerous frequency conversions on a variety of units, the most complex of which was a recent reapplication project of 4 direct drive 60Hz GE Frame 7EA units to a 50Hz location in the Middle East. When undertaking a frequency conversion project, TTS considers and reviews a range of items, including:

- All AC Motors and associated driven equipment
- Load Gear modification or installation requirement
- Generator design limitations
- Generator excitation and protection requirements
- Control system requirements
- BoP requirements

TTS has the technical resources and expertise to manage all of these areas and make certain that each is addressed correctly to ensure optimum operation of the unit in its new location.

TTS' conversion modification and upgrade services change the configuration of systems on the gas turbine to suit changing site conditions and provide modern alternatives to obsolete systems thus helping extend the operational lifetime of your equipment. In the image above, a 100,000 HP load gear is being installed into a direct drive MS7001EA turbine allowing operation at 3000 rpm/50 Hz.



Fuel System Conversions

In today's demanding power generation markets, fuel cost and availability have become critical items for most gas turbine users. As such, the ability to switch fuels has become an important competitive advantage. TTS has extensive experience in the provision of complete fuel conversions for gas turbine units, allowing users to consider a variety of options, including:

- Liquid to gas or gas to liquid fuel
- Single liquid or gas fuel to dual fuel on gas and liquid
- Dual liquid or dual gas
- Conversion to Dry Low NOx
- Conversion to HFO or Residual Fuel
- Conversion to Naphtha
- Conversion to non-standard or low-BTU gas

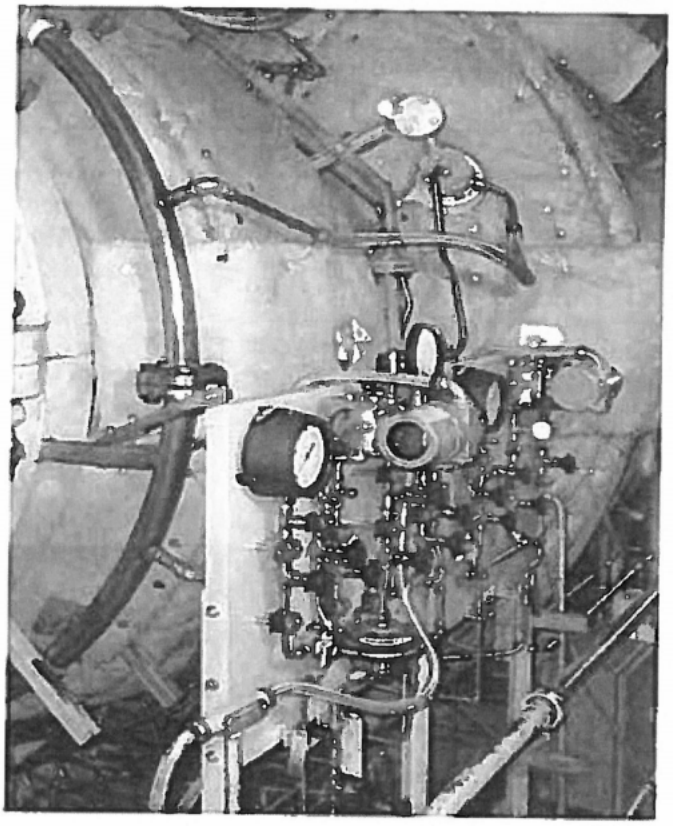
TTS can undertake an entire fuel conversion project in all of these scenarios, including using our gas turbine expertise in making diverse hardware and software system modifications required on the existing control systems.

Auxiliary System Modification

On older gas turbines, many of the original auxiliary systems have become obsolete and difficult to maintain. In addition, better versions of these systems have been developed and new systems, which further benefit the unit, have been designed. TTS can provide and install a range of auxiliary system modifications, which are fully engineered for your unit, including:

- Pneumatic or Hydraulic Fuel Valve Replacement
- Ratchet Upgrades
- Quick Restart Systems
- Pneumatic System Modifications (PS&G Panels)
- Inlet Misting
- Inlet Cooling
- Starting Means Modifications
- Atomizing Air Modifications
- Flow Divider Modifications
- Compartment Cooling Modifications

If you currently have problems with existing auxiliary systems or wish to add an additional system, contact us to request a review of your unit and we will provide the optimum solution for your requirement.



Emissions Abatement Systems

As the international community transitions into a Green Economy driven by sustainable engineering practices, concern for environmental optimization is prompting governments throughout the world to require gas turbine users to reduce NOx emissions from their units.

Environmental requirements can vary from country to country and even site to site within a country. The most cost effective systems will depend on many factors including available resources and governmental regulations.

TTS has extensive experience in the provision of complete emission abatement systems for gas turbine users including both "wet" and "dry" systems. TTS can work with each customer to analyze their required NOx levels and the cost of each potential NOx reduction approach to identify the most cost effective system for each individual case. In addition, we can also provide NOx emission calculations for each of the possible cases to assure the compliance of the system before its installation.

Once the optimum solution has been identified, TTS can undertake the entire conversion including all required hardware and the software system modifications required on the existing control systems or the provision of new systems as necessary.

Instrumentation and Control System Modifications

In addition to providing complete control system upgrades with the Turbine Management System (TMS) range of products, TTS can provide support and replacement components on a number of existing control systems and sub-systems, including:

- GE Speedtronic™ System DOS replacement
- GE Speedtronic™ System DOS upgrades to Cimplicity™ HMI equivalent
- GE Speedtronic™ System Cimplicity™ <HMI > replacement
- GE Speedtronic™ Mark I, Mark II, Mark IV, Mark V, and Mark VI engineering and modifications, including parts as required
- WDPF engineering and modifications, including parts as required
- On base transmitter and device upgrades
- TTS HMI upgrades

BARGE MOUNTED POWER PLANTS

Barge mounted power plants have always been a popular alternative to land based plants because they can be moved quickly to meet power supply needs. Quality relocation services are necessary for barge mounted power plants to be transported and fulfill areas of need with safety and efficiency.

The relocation of barge mounted power plants is a complex process in which sound planning and engineering are necessary. Along with experience in the basic relocation work, the ability to provide commissioning and supplemental installation services is critical to the success of any relocation.

A global leader in engineering consulting, Turbine Technology Services has a strong reputation in relocating multiple barge mounted power units ahead of schedule. TTS can provide any or all of its engineering, procurement, project management, commissioning and construction services to ensure a successful barge reapplication.

TURBINE TECHNOLOGY
SERVICES CORPORATION

We Know Gas Turbines

CONTACT INFORMATION //

Main Phone: +1 (407) 677.0813
General Inquiries: inquiry@turbinetech.com
Spare Parts Inquiries: parts@turbinetech.com

Office Address:
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Suite 250
Orlando, FL 32826

www.turbinetech.com

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Business Profile

Contact Information

Turbine Technology Services
12661 Challenger Parkway, Suite 250
Orlando, FL 32826
USA
Phone: +1 (407) 677-0813
Fax: +1 (407) 386-6293
Web site: www.turbinetech.com

Type of Business Organization

Turbine Technology Services is incorporated in the state of New York, USA.

Date Established/Inception of Present Management

Turbine Technology Services (TTS) was originally formed and incorporated in the year 1983.

In 2000, TTS was acquired by the Teleflex Corporation and operated as a business unit within their Sermatech Power Solutions division. In 2000, TTS had sales of approximately USD $45 million.

In May 2004, as part of an overall divestiture by Teleflex of its Power Solutions group, TTS reverted to a private and independently held corporation.

Business Description

TTS, headquartered in Orlando, Florida, is a full service engineering firm that specializes in products and services for the heavy-duty and aeroderivative Gas Turbine industry.

Former Gas Turbine OEM international field engineers founded the company in 1983. At its inception, the company focused on providing high-quality mechanical and control system related services to Gas Turbine owners. Over time, the company developed a full range of project skills that were performed on many hundreds of Gas Turbines throughout the world. These services varied from simple technical direction and consulting all the way up to full Engineer, Procure and Construction (EPC) of international power plants.

The original TTS Company served the Gas Turbine industry for almost twenty years until its people and intellectual resources became part of the Teleflex Corporation's Sermatech Power Solutions in late 2000.

In May 2004, TTS was reacquired by several of its previous principals and is once again a fully independent provider to the Gas Turbine industry.

Having already served the power generation industry for 30 years, TTS has a reputation for expertise, innovation, and an ability to customize solutions to meet any individual project goals. TTS offers a complete range of engineering services including consulting; project management; plant design, construction and relocation; and long-term service agreements.

The company also offers modernization services – including conversions, modifications and upgrades – that provide customers with practical solutions to the problems of keeping up with ever-progressing technology in the power generation industry.

The backbone of these services is the Turbine Management System family of system solutions: components designed to function individually, or as part of a complete retrofit package, to improve system performance and reliability, optimize output and efficiency, and reduce operation and maintenance costs.

TTS offers many additional services to customers seeking to maximize their facility resources. TTS offers comprehensive diagnostic evaluations, testing, and tuning services that generate detailed recommendations for increasing the reliability and availability of parts and systems. TTS' Remote Support Services allow qualified experts to get online with customer control systems to instantly monitor and analyze operating data, troubleshoot problems, and control plant operation right down to startup and shutdown.

Officers and Management

Tony Thornton, President; Sales, Africa
Patrick Begley, VP Sales; Middle East, Africa, Asia
Frank Hoegler, VP Sales; Americas
Patrick Morgan, VP Engineering
George Gramatikas, Strategic Development Officer

Resumes of Project Personnel

See relevant section later in document.

Office and Shop Facilities

Our main engineering and operational headquarters are in Orlando, Florida.

TTS also retains a number of key sub-contracted facilities throughout the US and internationally for the purpose of manufacturing and testing our turbine systems-related products. Several of these facilities are connected with TTS through the use of either license agreements or other contractual working agreements.

Typical Size of Contracts

There is no minimum or maximum limits to any type of project.

TTS will only pursue projects as long as we can provide resources that meet the quality, expertise, and dedication that is required.

Work Sub-Contracted to Others

We are often required to provide installation services for electrical and mechanical tasks that require us to sub-contract. We have built solid relationships with various mechanical and electrical contractors, allowing us to provide these types of services.

Bank References and Financial Statements

For understandable and practical reasons we restrict financial information. This information can be provided upon request for potential clients.

Liability Insurance, Professional Liability, General Liability, and Workman's Comp.

BB&T - J. Rolfe Davis Insurance
850 Concourse Parkway South
Suite 200
Maitland, FL 32751, USA
Michael Riles (307) 691-9855

Federal Tax Identification Number

20-1173017

Dun & Bradstreet Number

14-450-6771

TURBINE TECHNOLOGY
SERVICES CORPORATION

2016-90-9013
City of Lake Worth
Section D
Proof Of Licenses

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

State of Florida
Department of State

I certify from the records of this office that TURBINE TECHNOLOGY SERVICES CORPORATION is a corporation organized under the laws of the State of Florida, filed on February 7, 2006.

The document number of this corporation is P06000019713.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 10, 2014, and its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of May, 2014

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Ken Detzner

Secretary of State

Authentication ID: CU6670000661

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

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

2016 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P06000019713

Entity Name: TURBINE TECHNOLOGY SERVICES CORPORATION

Current Principal Place of Business:

12661 CHALLENGER PARKWAY
SUITE 250
ORLANDO, FL 32826

Current Mailing Address:

12661 CHALLENGER PARKWAY
SUITE 250
ORLANDO, FL 32826

FEI Number: 20-1173017

FILED
Jan 06, 2016
Secretary of State
CC9774579858

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

THORNTON, ANTHONY
12661 CHALLENGER PARKWAY
SUITE 250
ORLANDO, FL 32826 US

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

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	P	Title	V
Name	THORNTON, ANTHONY	Name	BEGLEY, PATRICK
Address	12661 CHALLENGER PARKWAY, SUITE 250	Address	12661 CHALLENGER PARKWAY, SUITE 250
City-State-Zip:	ORLANDO FL 32826	City-State-Zip:	ORLANDO FL 32826
Title	V	Title	V
Name	MORGAN, PATRICK	Name	HOEGLER, FRANK
Address	12661 CHALLENGER PARKWAY, SUITE 250	Address	12661 CHALLENGER PARKWAY, SUITE 250
City-State-Zip:	ORLANDO FL 32826	City-State-Zip:	ORLANDO FL 32826
Title	V		
Name	GRAMATIKAS, GEORGE		
Address	12661 CHALLENGER PARKWAY, SUITE 250		
City-State-Zip:	ORLANDO FL 32826		

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

SIGNATURE: ANTHONY THORNTON PRESIDENT 01/06/2016

Electronic Signature of Signing Officer/Director Detail — Date

P06000019713

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Turbine Technology Services Corporation
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed are an original and one (1) copy of the articles of incorporation and a check for:

☑ $70.00 Filing Fee

☐ $78.75 Filing Fee & Certificate of Status

☐ $78.75 Filing Fee & Certified Copy

☐ $87.50 Filing Fee, Certified Copy & Certificate of Status

ADDITIONAL COPY REQUIRED

FROM: Anthony Thornton
Name (Printed or typed)

424 E. Central Blvd., Suite 316
Address

Orlando, FL 32801
City, State & Zip

407-677-0813
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

FILED
06 FEB -7 PM 3:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I NAME

The name of the corporation shall be:

Turbine Technology Services Corporation

ARTICLE II PRINCIPAL OFFICE

The principal place of business/mailing address is:

424 E. Central Blvd., Suite 316
Orlando, FL 32801

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

Provide gas turbine engineering services.

ARTICLE IV SHARES

The number of shares of stock is:

100

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

List name(s), address(es) and specific title(s):

Anthony Thornton - President
Patrick Begley - Vice President Sales
Patrick Morgan - Vice President Engineering
Frank Hoegler - Vice President Sales
George Gramelkas - Vice President Strategic Development

Address for all officers:
424 E. Central Blvd., Suite 316
Orlando, FL 32801

ARTICLE VI REGISTERED AGENT

The **name and Florida street address** (P.O. Box NOT acceptable) of the registered agent is:

Anthony Thornton
424 E. Central Blvd., Suite 316
Orlando, FL 32801

ARTICLE VII INCORPORATOR

The **name and address** of the Incorporator is:

Anthony Thornton
424 E. Central Blvd., Suite 316
Orlando, FL 32801

****

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

A. Thornton
Signature/Registered Agent — Date: 1/19/06

A. Thornton
Signature/Incorporator — Date: 1/19/06

Client#: 1409091 131TURBITEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2016

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

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

PRODUCER BB&T Insurance Services, Inc. PO Box 4927 Orlando, FL 32802-4927 407 691-9600	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183 E-MAIL ADDRESS:
INSURED Turbine Technology Services Corporation 12661 Challenger Pkwy, # 250 Orlando, FL 32826	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : Twin City Fire Insurance Co. — 29459 INSURER C : Lloyds (CRC) — FOREGN INSURER D : Trumbull Insurance Co(Hartford) — 27120 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1)16/17 GL,CA-BAI/PN REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY		X	21CESOF3582	07/06/2016	07/06/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded: $10,000						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY		X	21UENZP9420	07/06/2016	07/06/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			21HUSS3426	07/06/2016	07/06/2017	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		X	21WEAR1041	05/27/2016	05/27/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Primary Prof Liab			B0621PTURB000716	07/06/2016	07/06/2017	$2,000,000 Ea Claim-Agg	
C	Excess Prof Liab			B0621PTURB000616	07/06/2016	07/06/2017	$1,000,000 Ea Claim-Agg	

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

Re: RFP No. 16-209

Additional Insured status is granted with respect to General Liability, if required by written contract, per "General Liability Coverage Form" #HG0001 (06/05).

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Lake Worth Financial Services 7 North Dixie Hwy., 2nd Floor Lake Worth, FL 33460	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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MOCO

DESCRIPTIONS (Continued from Page 1)

Primary and Non-Contributory with respect to General Liability, if required by written contract, per "General Liability Coverage Form" #HG0001 (06/05).

Additional Insured status is granted with respect to Automobile Liability, if required by written contract, per "Commercial Automobile Broad Form Endorsement" Form #HA 99 16 (03/12).

Primary and Non-Contributory with respect to Automobile Liability, if required by written contract, per Commercial Automobile Broad Form Endorsement" Form #HA 99 16 (03/12).

Umbrella is Follow Form over General Liability, Auto and Employers Liability, subject to policy terms & conditions.

TURBINE TECHNOLOGY
SERVICES CORPORATION

2016-90-9013
City of Lake Worth
Section E
Evidence of Ability to Deliver

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

TURBINE TECHNOLOGY
SERVICES CORPORATION

Schedule

Over the last two (2) years TMOS has been installed on over fifty (50) units in the US with additional projects ongoing at the moment. Given this volume, the TMOS Group within TTS is very experienced in successfully completing HMI upgrade projects and in ensuring the seamless and efficient coordination with the Customer's engineering and IT departments throughout the project.

Since this requirement is for a single HMI on a single unit, the requirement is relatively simple. The general schedule for this project will be eight (8) weeks from receipt of purchase order and follows this general outline:

- Internal TTS Project Kickoff
- Customer Project Kickoff
- Procurement
- Acquisition and assessment of existing software
- HMI Screen Development
- Hardware Assembly and Setup
- Software Installation
- Internal FAT Testing
- Customer FAT Testing (approximately 2 days)
- Ship to site
- Installation, commissioning and informal training during this period (approximately 3 days)

TTS' Project Team will consist of:

- One (1) Project Engineer, who is the single point of contact for the project and will interface with Lake Worth's Project Engineer throughout the project to ensure technical continuity.
- Procurement
- A dedicated Contracts Administrator to ensure that all contractual obligations are carried out as agreed by the parties.

TURBINE TECHNOLOGY
SERVICES CORPORATION

Organization

PATRICK F. MORGAN, Vice President of Engineering

Qualifications

30 years experience in Electrical and Control System Engineering in the Mining, Petrochemical, Oil & Gas and Power Generation industries. Specific expertise in Control and Protection System design and application engineering applied to Gas Turbines and Electric Generators.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Vice President, Engineering
Responsible for the engineering and technical operations of an international energy services company involved in the installation, conversion, modification, upgrade and operations of Heavy Duty Industrial and Aero Derivative Gas Turbine equipment.

SERMATECH POWER SOLUTIONS, Orlando FL

International Executive Manager – Middle East
Responsible for business development, sales and customer support in the region.

Vice President, Turbine Systems Engineering
Responsible for the engineering and technical operations of the Turbine Systems department providing conversion, modification & upgrade products for Heavy Duty and Aero Derivative Gas Turbines.

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Senior Project Engineer/Resident Engineer
Project Engineer on multiple Gas Turbine Controls Upgrade and Fuel System Conversion projects. Engineering scope included conceptual engineering, proposal support, procurement and application engineering as well as installation and commissioning.

KVAERNER ENERGY LIMITED, Clydebank, UK

Senior Field Engineer
Travelled internationally providing site supervision and technical direction on turbine control system upgrades, turbine base rewires and major mechanical maintenance projects on GE Heavy Duty Industrial Gas Turbines.

Electrical Design Engineer
Responsibilities included initial design, component selection, documentation, preparation and customer contact. Electrical design of control schemes for low voltage motor control centers and switchboards, design of protection and control equipment associated with gas turbine generators.

Education

Executive MBA 2004, University of Central Florida, Orlando, FL
Bachelor of Electrical & Electronic Engineering 1991, Strathclyde University, Glasgow, UK.
Higher National Certificate in Electrical & Electronic Engineering 1987, Stow College, Glasgow, UK.

Affiliations

Member, Institute of Electrical and Electronic Engineers (IEEE).
Member, American Society of Mechanical Engineers (ASME).

TURBINE TECHNOLOGY
SERVICES CORPORATION

Organization

JOHN SPRAGUE, Sr. Project Engineer

Qualifications

15 years turbine experience completing offsite remote control of GE Frame 5, 6 and 7 heavy industrial gas turbines and aeroderivative gas turbines (LM2500, P&W FT4) including automation of all necessary auxiliaries.

Expert in communications protocols and technologies – Ethernet, TCPIP, ControlNet, Modbus, Secure VPN, IPSEC. Hardware – Allen Bradley, Rockwell, GE Fanuc, Modicon, Prosoft, Rosemount.

Over three (3) years experience in field services and customer support for Pratt & Whitney jet engines. Extensive knowledge of computer and device networking and communication.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL
Project Engineer
Coordinating project related engineering of control system upgrades of MKII, IV and V control systems with intensive work on Human-Machine Interfaces (HMI) based in PC terminals including TMOS and Wonderware. Oversee construction, installation, implementation, and training for TTS' TMS-1000 control system upgrades.

Field engineering and troubleshooting of gas turbine control systems for MK IV and V and Allen Bradley PLCs.

UNITED TECHNOLOGIES CORP., PRATT & WHITNEY LME, West Palm Beach, FL
Customer Support Engineer – Mechanical Components
Utilized the Integrated Product Team (IPT) for design influence and field problem resolution of Lube System issues in the F100 jet engine family. Developed plans for implementing proposed corrective actions. Coordinated resolutions with the customer and the Supportability IPT and produced the necessary changes to technical manuals. Orchestrated hardware failure investigations to determine root cause and corrective actions.

BERNS, CLANCY AND ASSOCIATES, Urbana, IL
Network Administrator/ AutoCAD Technician
Installed and maintained a 15 station Windows NT network. Performed cost benefit analysis on software applications to determine appropriate purchase option. Procured, allocated, and installed computer hardware/software for end users. Provided consultation and training to users regarding software application. Developed timesaving applets for AutoCAD using Lisp programming. Supported design development and draft plans using AutoCAD for various civil engineering projects.

Education

Bachelor of Science, Engineering Design, University of Central Florida
Bachelor of Science, Computer Science, Florida Atlantic University
Speedtronic MK IV, MK V Turbine Controls, Orlando, Florida
Root Cause Analysis, Pratt & Whitney Training Facility, West Palm Beach, FL
TMOS Certified Architect – ITS, Neükirchen, Austria

TURBINE TECHNOLOGY
SERVICES CORPORATION

Organization

DAVID DONNARUMA, Project Engineer

Qualifications

8 years of gas turbine industry experience. Completed offsite remote control of Frame Units; including automation of all necessary auxiliaries. Expert in communications protocols and technologies – Ethernet, TCP/IP, ControlNet, Modbus,Cisco Switching and Routing, Secure VPN, IPSEC, SQL, Visual Basic, Logix(5/500/5000), Wonderware, Cimplicity. Hardware – Allen Bradley, GE Fanuc, Modicon, Prosoft, Rosemount, Fisher, Moxa, XM, HP Server/Desktop platforms. Panel design, build and hardware installation experience: wiring, terminations, etc.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Project Engineer

Coordinating project related engineering of control system upgrades with intensive work on Human-Machine Interfaces (HMI) based in PC terminals. Oversee construction, installation, implementation, and Remote support, for TTS' TMS-1000 control system upgrades.

GE Frame5 Vibration Upgrade, Mexico
Commissioning engineer for Frame 5 XM independent vibration monitoring system. Site visit included loop check of all devices, signal injection and testing of independent trip system. Oversaw installation of proximiter probes for proximity vibration monitoring and axial float.

PowerPhase, Houston
Lead engineer for design, configuration and commissioning for valve sequencing and PID control. Worked with customer to engineer an application that would allow for PID controlled air injection into a frame 7F-class machine. Traveled to site for commissioning and testing of control box and Fisher air valves. Commissioned modbus communications link with Mitsubishi compressor controls.

GE Frame 7FA Alliant Energy, Wisconsin
Commissioned hardware upgrade of Cimplicity HMI. Customer training for Cimplicity edits.

GE Frame 5, 90-70 Arizona
Supported site DCS upgrade for remote communications from substation headquarters. Supported PLC logic edits for generator AVR upgrade to DECS 250.

GE LM2500, RX3i Arizona
Lead engineer for design, configuration and commissioning (startup) of the first ever application of a GE PacSystems RX3i on a LM2500. Removed and upgraded Woodward fuel control and 90-70PLC. Re-applied TTS TMS-1000 fuel control using Proficy Process Systems (Function Block, Ladder Logic, Structured Text). Modbus DCS interface configuration and testing.

GE Frame 7EA, MKVI Kuwait
Implement remote monitoring and control of GE Frame 7EA and balance of plant. Interfaced GE Cimplicity with: Allen Bradley ControlLogix and CompactLogix, GE MKVI, Modicon PLC, others. Installed HP Server rack and network infrastructure including Cisco switches and VPN router. Installed a fully redundant data acquisition system using GE Proficy Historian.

Central Monitoring Station Iraq
Participated in design and execution of a central monitoring station to remotely monitor 52 gas turbines. Turbines are spread over 12 separate sites and connected via satellite. Software packages included Kepware KepserverEX, Rockwell Software View SE with redundancy, PI Historian, and IMAC Alarm management. Provided remote support for commissioning via VPN to multiple sites around the country over satellite link.

GE Frame 5P, TMS-1000 Colombia
Worked on commissioning team for 1 GE Frame 5P. Loop checks of all on-base equipment and off-base auxiliaries, wiring changes, updated schematics, wrote logic for communication with Cutler-Hammer MCC, calibration of Rosemount transmitter. Made edits to Rockwell Software View SE and Allen Bradley Panelview.

W501D, TMS-1000 Venezuela
Worked on commissioning team for 1 barge mounted Westinghouse 501D. Designed and oversaw construction of barge security system. Provided startup engineering and troubleshooting support for 3rd parties. Edited Wonderware HMI and Allen Bradley Panelview at customers request to improve function and visibility of required turbine data.

Education

B.S.B.A., Management Information Systems, University of Central Florida

TURBINE TECHNOLOGY SERVICES CORPORATION

Organization

PATRICK F. BEGLEY, Vice President

Qualifications

34 years experience with gas turbine equipment in the power generation and process industries. Expertise in project management, system design and technical supervision of installation, commissioning, operation and maintenance of a large variety of heavy industrial gas turbines and associated equipment.

Experience

TURBINE TECHNOLOGY SERVICES, Orlando, FL

Vice President, Program Management
Responsible for development of product programs with specialist suppliers including ITS (TMOS), Young and Franklin (Electric Valves) and the TTS parts sourcing initiative for GE and Westinghouse Heavy Industrial Units.

Vice President, International Business Development (EMEA)
Manage establishment and development of International Sales and Marketing Program for Europe, Middle East and Asia (EMEA). Develop local partners in each target market. P&L responsibility for all projects in target markets including Westinghouse 251B11 barge mounted unit reapplication and recommissioning project in the Philippines.

Vice President, Long Term Service Agreements
Manage/develop Long Term Service Agreements and general business development for the GE and Siemens/Westinghouse Heavy Industrial Gas Turbine Market Segment.

General Manager, Gulf Region
Responsible for establishment of Houston office and presence in Houston market. Responsible for development of customer relationships. P&L and management responsibility for all projects in market.

HSDE, INC., HOUSTON, TX

Manager, Industrial and Marine Business Development
Responsible for all corporate sales and marketing for retrofit projects in North America.

Engineering Manager
Responsible for technical control solutions including technical aspects of bids and projects, sales support, customer interface and negotiation. Responsible for engineering standards, personnel issues and recruiting, resource allocation, training and in-house technical issues.

UNITECH DEVELOPMENT CORPORATION, SCHENECTADY, NY

Senior Application Engineer (Houston, TX)
Hardware design and application software for PLC-based turbine control system. System installation and commissioning. Business development functions, including project management, technical support, field support and training services to existing customers.

Sales and Marketing Manager (Houston, TX)
Established sales office in Houston area. Provided sales/marketing for UDC products.

CHROMALLOY HEAVY INDUSTRIAL TURBINE, DALLAS, TX

Senior Field Service Engineer
Performed all aspects of turbine maintenance/upgrade projects. Technical sales support, sales presentations, training course development and preparation of proposals.

GENERAL ELECTRIC COMPANY (GETSCO), SCHENECTADY, NY

Field Engineer
Supervision of installation/maintenance of existing turbines. Mechanical maintenance and installation, commissioning and maintenance of turbine control systems. Formal customer technical training courses, including operation and maintenance courses, as well as control system courses.

TURBINE TECHNOLOGY
SERVICES CORPORATION

Organization

Education

MBA Executive Program, University of Houston
Bachelor of Science, Mechanical Engineering, University College Dublin
GE Technical Training Schools

2016-90-9013
City of Lake Worth
Section F
Professional Hourly Rate

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

TURBINE TECHNOLOGY
SERVICES CORPORATION

RATE SHEET

1. Classification	Straight Time
1.1. **Field Engineer**	
Mechanical	$210.00 / Hour
Controls	$235.00 / Hour
Combustion Dynamics Tuning	$250.00 / Hour
Electrical Specialist	$165.00 / Hour
1.2. **Project Manager**	$260.00 / Hour
1.3. **Senior Consultant**	$305.00 / Hour
1.4. **Remote Engineering Support**	$175.00 / Hour

Overtime rates shall be billed at one and one-half times the applicable straight time rate for the particular classification.

2. Definitions

2.1. Straight time shall be considered to be eight (8) hours per day, Monday through Friday. Time in excess of eight hours shall be billed as overtime.
2.2. Rates are shown as hourly and shall apply to day or night shifts.
2.3. Minimum workday shall be four (4) hours, plus travel time. For work in excess of four (4) hours, a full workday shall be charged.
2.4. Overtime rates shall apply for all work performed on Saturday, Sunday and U.S. Holidays.
2.5. Remote Engineering Support shall be any contact by a client, requiring technical assistance over the phone or thru remote electronic support (such as VPN). This classification also includes any office engineering such as report generation or system design / troubleshooting.

3. Expenses and Travel

3.1. Travel time for all personnel shall be charged at 75% of the applicable straight time per hour rate.
3.2. Lodging, air and ground transportation and miscellaneous travel expenses shall be charged at cost plus 10%.
3.3. Air travel shall be business class for all international travel.
3.4. A field engineering per diem of $75 per day shall be applied to cover meals, laundry and other miscellaneous living expenses.

4. Outside Purchases

4.1. Requested materials and subcontractors supplied by TTS shall be billed at cost plus 15%.

5. Terms and Conditions

5.1. The rates contained herein are effective January 1, 2016 and shall remain in effect until further notice.
5.2. All work performed shall be subject to TTS Standard Terms and Conditions attached.
5.3. This proposal is intended for the sole use of the party named herein and may not be reproduced in whole or in part.

6. Payment Terms

6.1. Payment terms shall be due upon receipt of invoice, payable to TTS.

Proprietary Information

TURBINE TECHNOLOGY
SERVICES CORPORATION

2016-90-9013
City of Lake Worth
Section G
Litigation and/or Terminations

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

TURBINE TECHNOLOGY
SERVICES CORPORATION

Not Applicable

Turbine Technology Services Corporation
12661 Challenger Parkway, Ste 250
Orlando, FL 32826

Phone 407-677-0813
Fax 407-386-6293
www.turbinetech.com

City of Lake Worth

Evaluation Matrix

Financial Services
7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209
GT-2 HMI CONTROL
Evaluation Meeting: Wednesday, September 28,2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

			RANKED:	2	1
	Evaluation Criteria Score Sheet:		Weight	**Control System Technologies**	**Turbine Technology Services Corporation**
			Email Address	kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule		25	17	22
2	Evidence of GE Mark V HMI implementation experience & skill		35	27	32
3	Evidence of ability to deliver in specific timeline		25	21	24
4	Minimum three (3) client references		10	10	10
5	Proper licenses and other related certifications or professional awards		5	5	5
		TOTAL AVERAGE POSSIBLE POINTS	100	**79**	**92**
		Total Points Received:		**396**	**461**
		Exhibit B - Registration Form		YES	YES
		Exhibit C - Proposer Information Page		YES	YES
		Exhibit D - Drug Free Workplace		YES	YES
		Exhibit E - References		YES	YES
		Required Licenses		YES	YES
		Electronic Copy (CD)		YES	NO

City of Lake Worth

Evaluation Matrix

Financial Services

7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209
GT-2 HMI CONTROL
Evaluation Meeting: Wednesday, September 21,2016 at 10:00AM

EVALUATOR: Diego Perez, SCADA Technician

			RANKED:	1	1
Evaluation Criteria Score Sheet:			Weight	**Control System Technologies**	**Turbine Technology Services Corporation**
1	Professional Hourly Rate Schedule		25	10	20
2	Evidence of GE Mark V HMI implementation experience & skill		35	30	35
3	Evidence of ability to deliver in specific timeline		25	20	25
4	Minimum three (3) client references		10	10	10
5	Proper licenses and other related certifications or professional awards		5	5	5
		TOTAL POINTS RECEIVED	**100**	0 75	0 95 ✓
		Exhibit B - Registration Form		YES	YES
		Exhibit C - Proposer Information Page		YES	YES
		Exhibit D - Drug Free Workplace		YES	YES
		Exhibit E - References		YES	YES
		Required Licenses		YES	YES
		Electronic Copy (CD)		YES	NO

09/28/16

City of Lake Worth

Evaluation Matrix

Financial Services
7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209
GT-2 HMI CONTROL
Evaluation Meeting: Wednesday, September 21,2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

	Evaluation Criteria Score Sheet:	Weight	Control System Technologies	Turbine Technology Services Corporation
	RANKED:		1	1
	Email Address		kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule	25	15 0	0 25
2	Evidence of GE Mark V HMI implementation experience & skill	35	25 0	0 30
3	Evidence of ability to deliver in specific timeline	25	20 0	0 25.
4	Minimum three (3) client references	10	10 0	0 10
5	Proper licenses and other related certifications or professional awards	5	5 0	0 5
	TOTAL AVERAGE POSSIBLE POINTS	100	75 **0**	**0** 95
	Total Points Received:		**0**	**0**
	Exhibit B - Registration Form		YES	YES
	Exhibit C - Proposer Information Page		YES	YES
	Exhibit D - Drug Free Workplace		YES	YES
	Exhibit E - References		YES	YES
	Required Licenses		YES	YES
	Electronic Copy (CD)		YES	NO

Lemottey Robinson Sept. 28th 2016

City of Lake Worth

Evaluation Matrix

Financial Services
7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209
GT-2 HMI CONTROL
Evaluation Meeting: Wednesday, September 21,2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

			RANKED:	1	1
	Evaluation Criteria Score Sheet:		Weight	Control System Technologies	Turbine Technology Services Corporation
			Email Address	kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule		25	023	020
2	Evidence of GE Mark V HMI implementation experience & skill		35	025	035
3	Evidence of ability to deliver in specific timeline		25	020	025
4	Minimum three (3) client references		10	010	010
5	Proper licenses and other related certifications or professional awards		5	05	05
		TOTAL AVERAGE POSSIBLE POINTS	100	**0**	**0**
		Total Points Received:		083	095
		Exhibit B - Registration Form		YES	YES
		Exhibit C - Proposer Information Page		YES	YES
		Exhibit D - Drug Free Workplace		YES	YES
		Exhibit E - References		YES	YES
		Required Licenses		YES	YES
		Electronic Copy (CD)		YES	NO

Mark Thiwell
9-28-16

City of Lake Worth

Evaluation Matrix

Financial Services
7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209
GT-2 HMI CONTROL
Evaluation Meeting: Wednesday, September 21,2016 at 10:00AM

TOTAL AVERAGE WEIGHTED SCORE

	Evaluation Criteria Score Sheet:	Weight	Control System Technologies	Turbine Technology Services Corporation
	RANKED:		1	1
	Email Address		kevin.singleton@cstfs.com	pbegley@turbinetech.com
1	Professional Hourly Rate Schedule	25	20 0	23 .0
2	Evidence of GE Mark V HMI implementation experience & skill	35	25 .0	30 .0
3	Evidence of ability to deliver in specific timeline	25	20 .0	20.0
4	Minimum three (3) client references	10	8 .0	8 .0
5	Proper licenses and other related certifications or professional awards	5	5 .0	5 .0
	TOTAL AVERAGE POSSIBLE POINTS	100	78.0	86.0
	Total Points Received:		79 .0	92 .0
	Exhibit B - Registration Form		YES	YES
	Exhibit C - Proposer Information Page		YES	YES
	Exhibit D - Drug Free Workplace		YES	YES
	Exhibit E - References		YES	YES
	Required Licenses		YES	YES
	Electronic Copy (CD)		YES	NO

Marshall S. Trantham 9/28/16

City of Lake Worth
Evaluation Matrix

Financial Services
7 North Dixie Highway
Lake Worth, FL 33460

RFP 16-209
GT-2 HMI CONTROL
Evaluation Meeting: Wednesday, September 21,2016 at 10:00AM

EVALUATOR: Robert Kahant, Instrument/Control Specialist

			RANKED:	1	1
	Evaluation Criteria Score Sheet:		Weight	**Control System Technologies**	**Turbine Technology Services Corporation**
1	Professional Hourly Rate Schedule		25	15	20
2	Evidence of GE Mark V HMI implementation experience & skill		35	30	30
3	Evidence of ability to deliver in specific timeline		25	25	25
4	Minimum three (3) client references		10	10	10
5	Proper licenses and other related certifications or professional awards		5	4	5
		TOTAL POINTS RECEIVED	**100**	**0**	**0**
		Exhibit B - Registration Form		YES	YES
		Exhibit C - Proposer Information Page		YES	YES
		Exhibit D - Drug Free Workplace		YES	YES
		Exhibit E - References		YES	YES
		Required Licenses		YES	YES
		Electronic Copy (CD)		YES	NO

9/20/16

Lake Worth
RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 28, 2016 @ 10:00 AM**
Electric Utility Conference Room

I understand that I am serving on an evaluation and selection committee for the above RFP and to the best of my ability will be fair and impartial in my evaluation and decision. By signing this Declaration I certify that:

1. I have read each proposal thoroughly and independently and have evaluated each on its own merits with no assistance from anyone. I will hold proposal information, evaluation discussions, and negotiations confidential and proprietary until released to the public. I will not discuss the content of proposals except as authorized by the Department of Management and Budget.

2. Neither I, nor my partner nor any members of my immediate family holds a position with a proposer such as an officer, director, trustee, partner, or the like, and is not employed in any capacity by any proposer. I have no business affiliation either by ownership or obligation to any of the proposing firms.

3. Neither I, nor my partner nor any member of my immediate family have a pecuniary interest arising from the procurement transaction.

4. I have not been lobbied either written or orally by any of the proposers or members of their team. For purposes of clarification, a team's representatives shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. This includes letters, phone calls, e-mails or any conversation regarding this RFP. The "No Lobbying Condition" is in effect from the date of publication of the RFP and shall terminate once the contract is signed.

5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Signature

09/28/16
Date

DIEGO PEREZ
Print Name

SCADA PROGRAMMER.
Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.

Lake Worth
RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 28, 2016 @ 10:00 AM**
Electric Utility Conference Room

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5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Marshall Scott Trauthen
Signature

9/28/16
Date

MARSHALL SCOTT TRAUTHEN
Print Name

INTERIM PLANT MANAGER
Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.

Lake Worth
RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 28, 2016 @ 10:00 AM**
Electric Utility Conference Room

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5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Signature _____ Date 9/26/16

Robert Kahant _____ Chief Electrician

Print Name Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.

Lake Worth
RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 21, 2016 @ 10:00 AM**
Electric Utility Conference Room

I understand that I am serving on an evaluation and selection committee for the above RFP and to the best of my ability will be fair and impartial in my evaluation and decision. By signing this Declaration I certify that:

1. I have read each proposal thoroughly and independently and have evaluated each on its own merits with no assistance from anyone. I will hold proposal information, evaluation discussions, and negotiations confidential and proprietary until released to the public. I will not discuss the content of proposals except as authorized by the Department of Management and Budget.

2. Neither I, nor my partner nor any members of my immediate family holds a position with a proposer such as an officer, director, trustee, partner, or the like, and is not employed in any capacity by any proposer. I have no business affiliation either by ownership or obligation to any of the proposing firms.

3. Neither I, nor my partner nor any member of my immediate family have a pecuniary interest arising from the procurement transaction.

4. I have not been lobbied either written or orally by any of the proposers or members of their team. For purposes of clarification, a team's representatives shall include, but not be limited to, the team's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the team. This includes letters, phone calls, e-mails or any conversation regarding this RFP. The "No Lobbying Condition" is in effect from the date of publication of the RFP and shall terminate once the contract is signed.

5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Mark Thibault
Signature

9/28/2016
Date

Mark Thibault
Print Name

Chief Shift Leader
Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.

Lake Worth
RFP Oath

RFP **16-209**
Title: **GT-2 HMI CONTROL**
Meeting: **Wednesday, September 21, 2016 @ 10:00 AM**
Electric Utility Conference Room

I understand that I am serving on an evaluation and selection committee for the above RFP and to the best of my ability will be fair and impartial in my evaluation and decision. By signing this Declaration I certify that:

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5. I have not and will not accept gifts from any proposer.

I confirm the above declarations are true and correct to the best of my knowledge.

Timothy A. Roberson — Signature
Sept. 28, 2016 — Date
Timothy A. Roberson — Print Name
Shift Leader — Title/Position

Please sign & date and bring with you to the Selection Committee meeting to turn in.

Minutes - RFP 16-209 GT-2 HMI Control

Wednesday 28, 2016 at 10:00 AM
Electric Utility Conference Room

Evaluators:
Diego Perez - SCADA Technician
Timothy Roberson - Shift Leader
Mark Thiboult - Shift Leader
Scott Trantham – Interim Plant Manager Power Plant
Robert Kahant - Instrument/Control Specialist

Vendor(s): Presentation via Web
10:00 – 10:30 AM Patrick Begley & Carla Zevallos – Turbine Technology Services
10:45 - 11:15 AM Ron Walker – Control System Technologies

Purchasing Agent:
Hirut Darge

Evaluation was discussed

Final Score – 92 Turbine Technology Services

Meeting ended at 12:00 PM

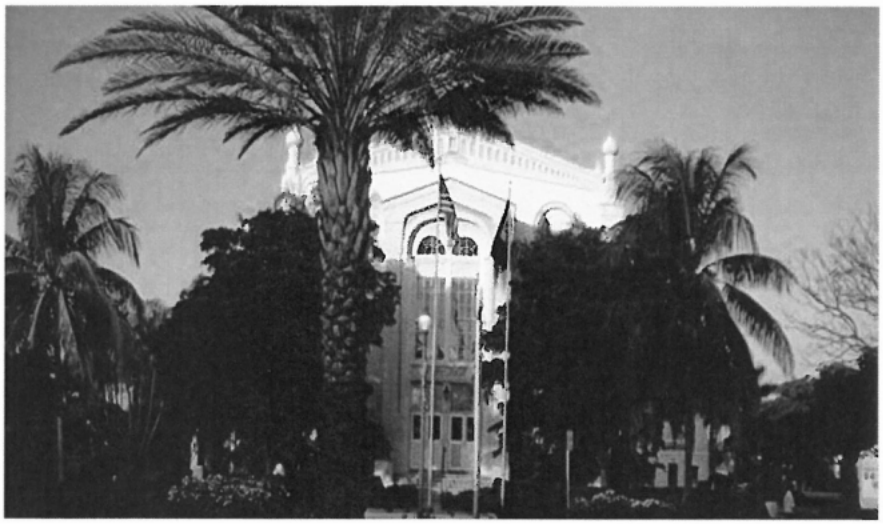
Request for Proposals

The City of Lake Worth

REQUEST FOR PROPOSALS

RFP NO. 16-209 (RE-BID)

GT-2 HMI CONTROL



Where the Tropics Begin

FINANCIAL SERVICES
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1654
FAX: 561-586-1750

Where the Tropics Begin

RFP # 16-209

GT-2 HMI CONTROL

The City of Lake Worth is seeking proposals from qualified companies that specialize in the design and installation of Human Machine Interface (HMI) computer system capable of monitoring and controlling one (1) General Electric (GE) MARK V gas turbine and their associated control systems. It is the goal of the City of Lake Worth to update the computer system for their Electric Department using a commercial-off-the-shelf Human Machine interface (HMI) product along with any other necessary hardware and software products. Respondents to this RFP will be responsible for providing a turn-key solution including all necessary system design, procurement, programming, configuration, testing, training, commissioning and startup to provide The City of Lake Worth a complete and operable GE MARK V HMI Computer Control System.

Time is of the essence and any proposal received after **3:00 p.m., Tuesday, August 30, 2016**, 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 Financial Services 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 Financial Services office at (561) 586-1654 or from the City's website at www.lakeworth.org, Services & Departments, Bids & Proposals. All proposals must be hand-delivered or mailed to:

City of Lake Worth
Financial Services
7 North Dixie Hwy., 2nd Floor
Lake Worth, FL 33460

ENVELOPE MUST BE IDENTIFIED AS RFP # 16-209. Small Business participation is strongly encouraged.

BY: Corinne Elliott
Corinne Elliott
Asst. Finance Director

PUBLISHED: Palm Beach Post
August 7, 2016

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth is seeking proposals from qualified companies that specialize in the design and installation of Human Machine Interface (HMI) computer system capable of monitoring and controlling one (1) General Electric (GE) MARK V gas turbine and their associated control systems. It is the goal of the City of Lake Worth to update the computer system for their Electric Department using a commercial-off-the-shelf Human Machine interface (HMI) product along with any other necessary hardware and software products. Respondents to this RFP will be responsible for providing a turn-key solution including all necessary system design, procurement, programming, configuration, testing, training, commissioning and startup to provide The City of Lake Worth a complete and operable GE MARK V HMI Computer Control System. A more detailed scope of services is incorporated into this RFP as **Exhibit "A".**

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., Tuesday, August 30, 2016**, 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 Financial Services personnel with the date and time received. The time of receipt shall be determined by the time clock located in the Financial Service 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 Finance office personnel by the deadline indicated. At the designated time and place, the City Financial Services 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 Financial Services 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 Financial Services office at the address noted below on or before **2:00 p.m., Friday, August 12, 2016.** 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.

City of Lake Worth
Financial Services
7 North Dixie Hwy., 2nd Floor
Lake Worth, FL 33460
Fax: 561-586-1750
lsexton@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 per RFP Timetable 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 — August 12, 2016 @ 2:00 PM
- Questions from Potential Proposers Due — August 19, 2016 @ 2:00 PM
- Issue Addendum (if necessary) — August 22, 2016
- **Proposal Response Due** — **August 30, 2016 @ 3:00 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 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 **one (1) year** with no additional 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 **one (1) year** 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 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 Financial Services 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.**

Qualifications by Category	Points Awarded
Professional Hourly Rate Schedule	0 - 25 points
Evidence of GE Mark V HMI implementation experience & skill	0 - 35 points
Evidence of ability to deliver in specific timeline	0 - 25 points
Minimum three (3) client references	0 - 10 points
Proper licenses and other related certifications or professional awards	0 - 5 points
Total	**100 points**

13. PROPOSAL FORMAT

- Each proposer shall submit **one (1) original, three (3) copies and (1) electronic copy (CD or USB)** 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 & 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 that would fall into the scope of services herein should be submitted with the proposal.

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.

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 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)

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 companies that specialize in the design and installation of Human Machine Interface (HMI) computer system capable of monitoring and controlling one (1) General Electric (GE) MARK V gas turbine and their associated control systems. It is the goal of the City of Lake Worth to update the computer system for their Electric Department using a commercial-off-the-shelf Human Machine interface (HMI) product along with any other necessary hardware and software products. Respondents to this RFP will be responsible for providing a turn-key solution including all necessary system design, procurement, programming, configuration, testing, training, commissioning and startup to provide The City of Lake Worth a complete and operable GE MARK V HMI Computer Control System.

BACKGROUND

The City of Lake Worth Electric Utility Department utilizes one (1) GE HMI Computer Control System. The current computer server runs Microsoft® Windows NT 4.0, Cimplicity® HMI, and one PCI ARCNET interface to manage and control all functions for the GE MARK V Gas Turbine. The computer control system is over 10 years old and must be replaced.

SCOPE OF WORK

This project is primarily the supply of software and all necessary hardware, software development and configuration, system testing, training and commissioning. A single system vendor shall furnish all materials, equipment, labor and services that is required to achieve a fully integrated and operational system.

The Scope of Work includes, but is not limited to, the following:

1. Final design associated with new equipment selection and mounting including servers, computers, monitors, communications equipment, printers, and other ancillary equipment necessary for a complete and operable HMI system.

2. HMI software configuration including database development, displays, reports logging, alarming, and analog trending.

3. HMI hardware and networks including operating system administration requirements, new users, security levels, virus protection, backups, archives, and routine maintenance.

4. Communication system configuration including system configuration, system architecture, and equipment familiarization.

5. Performing factory and field testing, startup and commissioning, and training of City of Lake Worth staff.

6. Project management, quality assurance and other labor functions associated with the design and delivering of the HMI system.

7. Provide detailed manuals to supplement the training courses. The manuals shall include specific details of equipment supplied and operations specific to the project.

MINIMUM SYSTEM REQUIREMENTS

1. The HMI system shall maintain an operational availability of 99.9%.

2. The HMI system shall operate in a Microsoft® Windows® 7 32bit or 64bit system architecture.

3. The HMI system shall support enhanced security using NERC standards.

4. The HMI system shall support remote monitoring capabilities using TCP/IP technologies.

5. The HMI system shall incorporate Ethernet technologies for communication between HMI and MARK V system components.

6. The HMI system shall be capable of consolidating OEM devices into a single historian application for time-series data optimization and data collection.

7. The HMI system shall provide an SOE timeline data tied to alarm management.

8. The HMI computer workstation or server computer system shall be manufactured and supplied by IBM® or DELL®.

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"

GT-2 HMI CONTROL

RFP # 16-209

REGISTRATION FORM

Proposers should complete and return this form to the Financial Services office prior **2:00 P.M. EST, Friday, August 12, 2016** **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 # 16-209

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 16-209

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 16-209

REFERENCES

List below or on an attached sheet similar references per RFP requirements for providing GT-2 HMI Control 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: _____

_____.

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Electric Utility

EXECUTIVE BRIEF

TITLE:
Annual Annual Florida Municipal Electric Association membership dues for Fiscal Year 2017

SUMMARY:
The Item authorizes the payment of the FMEA annual membership dues from October 2016 through September 2017 at a cost not to exceed $35,820.

BACKGROUND AND JUSTIFICATION:
The FMEA represents the unified interests of 34 public power communities across Florida. FMEA is affiliated with and works closely with the American Public Power Association (APPA) on regulatory issues facing the electric industry. Together, FMEA staff and municipal utility members work to protect public power's legislative, regulatory and operational interests in Tallahassee and Washington, D.C. As a member of this association, the City of Lake Worth has legal, legislative, and regulatory representation that p rovides the ability to impact the outcome of important decisions that directly impact electric utility customers. Together, FMEA members represent 14% of Florida's market share of the electric utility industry.

Participation in membership of the FMEA ben efits the City through the following committees:

- Legislative and Regulatory: This committee meets on an as-needed basis and oversees the legislative and regulatory activities that affect the electric industry. Staff receives emails and updates that track legislative issues facing not only the electric industry nationwide, but also local initiatives that may have wider reaching consequences. FMEA provides the avenue to communicate with legislators as well as the Public Service Commission. Through diligent efforts and coordination by FMEA staff, member cities are afforded the opportunity to testify before the PSC on items that can directly affect customers.

- Member Services: This committee meets once a year to discuss activities of the FMEA to ensure that services provided meet the needs of member cities. It is through this participation that members can request information-gathering services, which the FMEA staff oversees – writing, distributing, and compiling survey information. In addition to programmed services, FMEA staff is readily available to assist member cities. Lake Worth has benefited in the last year with communication training, PSC reporting, franchise agreement direction, and energy conservation information.

- Safety and Training: This committee meets quarterly and consists of member city representatives charged with safely operating their utility. This group coordinates training classes and the annual Lineman's Rodeo.

- Engineering and Operations: This committee meets once per year and includes representatives from member cities whose job responsibilities include transmission, distribution, generation, and fuels.

- Customer Connections Committee: Meets three times per year and offers participants the opportunity to interface with other utilities concerning customer service, key accounts, energy conservation, demand side management, and public relations.

- Mutual Aid: FMEA provides staff members that are available 24 hours per day, 7 days per week pre- and post-disaster events. They provide assistance scheduling and mobilizing work crews, equipment, and supplies. In addition, they are the City's liaison with the State Emergency Operation Center, the Office of the Governor, and State legislators.

On November 02, 2016, this item was reviewed by the Electric Utility Advisory Board.

MOTION:

I move to approve/disapprove the Florida Municipal Electric Association annual membership dues for Fiscal Year 2016-2017 in the amount of $35,820.

ATTACHMENT(S):

Fiscal Impact Analysis
Membership Invoice

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	35,820	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	35,820	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project #	FY 2017 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
	Utilities-Electric					
401-6010-531.54-00	Book, Pubs, Subscriptions & Memberships	N/A	101,500	99,664	-$35,820	$63,844

C. Department Fiscal Review: John Borsch, Electric Utility Director

FMEA
FLORIDA MUNICIPAL ELECTRIC ASSOCIATION

September 26, 2016

City of Lake Worth Utilities
1900 2nd Ave N
Lake Worth, FL 33461-4204

INVOICE

FMEA Dues October 2016 through September 2017

Regular Dues:	$34,012.00
Special Communications Project:	1,808.00
Amount Due:	$35,820.00

Please remit to: Florida Municipal Electric Association, Inc.
PO Box 10114
Tallahassee, FL 32302-2114

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Electric Utility

EXECUTIVE BRIEF

TITLE:
Professional Service Agreement with Spectrum Systems

SUMMARY:
The Agreement provides for environmental testing and reporting of the continuous emissions monitoring system (CEMS) in an amount not to exceed $29,060.

BACKGROUND AND JUSTIFICATION:
For many years, the City has contracted with Spectrum Systems to perform environmental testing and reporting. Spectrum Systems uses the proprietary SpectraView software installed on the City of Lake Worth's Data Acquisition, Control, and Handling System at the Tom G. Smith Municipal Power Plant.

The SpectraView software controls the continuous emissions monitoring system (CEMS) located on Steam Unit 3 as well as reporting emissions in the proper written and electronic format to the Florida Department of Environmental Protection and Environmental Protection Agency.

Type	Vendor	Cost	Total
Professional Service Agreement	Spectrum Systems	$29,060	$29,060
		Total	**$29,060**

On November 2, 2016, this item was reviewed by the Electric Utility Advisory Board.

MOTION:
I move to approve/disapprove the Professional Services Agreement with Spectrum Systems in an amount not to exceed $29,060.

ATTACHMENT(S):
Fiscal Impact Analysis
Agreement with Exhibits

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	0	0	0	0	0
Operating Expenditures	29,060	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:	29,060	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 /Electric						
Account Number	Account Description	Project #	FY2017 Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
401-6031-531-31-70	Environmental Compliance	N/A	$70,425	$42,453	-$29,060	$13,393

C. Department Fiscal Review: John Borsch, Electric UtilityDirector

PROFESSIONAL SERVICES AGREEMENT
(Environmental Testing & Reporting)

THIS AGREEMENT ("Agreement") is entered into by and between the **City of Lake Worth**, a Florida municipal corporation ("City") and **Spectrum Systems, Inc.**, a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City's electric utility is in need of a consultant to perform preventative maintenance and verify the operational accuracy of the emission monitoring equipment located in the City's power plant; and,

WHEREAS, the Consultant is familiar with the City's electric utility and is currently performing the requested work; and,

WHEREAS, the Consultant submitted proposals to perform the emissions monitoring, smoke stack testing and quarterly reporting in accordance with the City's request and is willing to provide appropriately licensed, qualified personnel to provide the City with said services; and,

WHEREAS, the type of software used by the City's power plant related to the requested work is a proprietary application where Consultant is the only entity that may maintain the software; and,

WHEREAS, in accordance with Section 2-112(f) of the City's purchasing policy, Consultant shall be considered a single source; and,

WHEREAS, the City desires to accept the Consultant's proposals; and,

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Consultant to the City.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. As more specifically set forth in the Consultant's proposal, attached hereto as **Exhibit "A"** and incorporated herein by reference, the Consultant shall provide the City with preventative maintenance and audits on the Continuous Emissions Monitoring System (CEMS), provide smoke stack testing and quarterly reporting.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the City for compensation of any kind under this Agreement. The relationship between the City and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The term of this Agreement shall extend from October 1, 2016 until September 30, 2017.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's obligations hereunder in any fiscal period, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. They City agrees to compensate the Consultant in accordance with the fee schedule set forth in the Consultant's proposals **(Exhibit "A"),** which is as follows:

S-359-15001 - Preventative Maintenance & Audits on Continuous Emissions Monitoring System (CEMS) - $15,460 ($3,865 quarterly); T-359-16000 - Smoke Stack Testing (NOX) - $9,200; and Maintenance Breakdown – Quarterly Reporting - $4,400 ($1,100 quarterly).

For a total not to exceed amount of Twenty Nine Thousand, Sixty Dollars ($29,060).

The City shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the City under this Agreement and not set forth in **Exhibit "A"**.

b. Invoices. The Consultant shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous week. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the City's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION. The Consultant, its officers, employees and agents shall indemnify and hold harmless the City, including its officers, employees and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Consultant, its officers, directors, employees, representatives and agents employed or utilized by the Consultant in the performance of the services under this Agreement. The City agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the City beyond the waiver provided in section 768.28, Florida Statutes nor shall the City indemnify the Consultant.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors or omissions of the sub-consultant.

SECTION 10: FEDERAL AND STATE TAX. The City is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the City's Tax Exemption Number.

SECTION 11: INSURANCE. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the City and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the City.

Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate

Automobile (owned, non-owned, & hired)	$ 1,000,000 single limits
Worker's Compensation	$ statutory limits

The commercial general liability and excess liability policies will name the City as an additional insured and proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

SECTION 12: SUCCESSORS AND ASSIGNS. The City and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the City under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as

to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Consultant will advise the City immediately if it becomes aware of any violation of this statute.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

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

and if sent to the CONSULTANT, shall be sent to:

Spectrum Systems, Inc.
3410 West Nine Mile Road
Pensacola, FL 32526-7808

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The City and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and City may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

SECTION 26: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement and the Consultant's proposals (Exhibit "A"). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement and Exhibit "A", the terms of this Agreement shall prevail over Exhibit "A". Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the below signatory for the Consultant hereby represents to the City that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: PUBLIC RECORDS.

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this

Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, dandrea@LakeWorth.org, or 7 North Dixie Highway, Lake Worth, FL 33460.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement as of the day and year set forth below by the City.

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

Spectrum Systems, Inc.

By: _____

[Corporate Seal]

Print Name: Reginald A Davis

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of Sept., 2016, by Reginald A. Davis, as President of Spectrum Systems, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Ramona Fischer
Notary Public

RAMONA FISCHER
MY COMMISSION # FF988920
EXPIRES: May 04, 2020

EXHIBIT "A"

(Three Proposals)

Exhibit "A"

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(800) 432-6119 Fax: (850) 944-1011

QUOTATION # W-359-16001

Date : 2-Jun-16

Reference: SMA

Prepared By: R Blanchard

Terms: Net 30 Days

Delivery: Annual

Quote Valid Through: 60 Days

TO: Nelly Peralta
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

ITEM	QTY	PART MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	SMA	City of Lake Worth Plant Smith Unit 3 - Nox CEMS w/APP D&G	$5,975.00	$5,975.00
2	4 Per Qtr	SMA	GT1 - Quarterly Reporting - Unit Price is per quarter, extended price is annually	$1,100.00	$4,400.00
			Total		$10,375.00

Note: Software Maintenace runs from July 1 - June 30 and is renewed annually.

Payment Terms:
100% due after receipt of invoice
Net 30 Days

Taxes
Spectrum Systems, Inc. is not authorized to collect sales tax for any state other than Florida. For shipments within the state of Florida, we will require the appropriate documentation (either a valid exemption certificate or a copy of your direct pay permit for the state of Florida). For shipments outside of Florida, you are responsible to remit sales and/or use tax to the appropriate state agency.

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(800) 432-6119 Fax: (850) 944-1011

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Date : 2-Jun-16

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Delivery: Annual

Quote Valid Through: 60 Days

TO: Nelly Peralta
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

		GENERAL PROVISIONS
	A.	FACILITIES: The customer will provide safe access to a safe working platform, sampling ports sufficient to conduct relative accuracy testing (if applicable), and sufficient utilities at the sampling location, i.e., 115 VAC ± 10%, 30 amps.
	B.	SCOPE: The scope of CEM certification (if applicable), will be limited to the instruments listed under the heading Equipment of this proposal. Problems with plant wiring, flanges, equipment cabinets, access platforms, ladders, etc., are the responsibility of the customer, but can, at the request of the customer, be corrected by the contractor as an out-of-scope provision.
	C.	FORCE MAJEURE: The contractor shall not be responsible for delays or failures in the equipment performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, direct lightning hits, corrosion, neglect, earthquakes or other such disasters.
	D.	CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for any indirect, special or consequential damages.
	E.	PARTIAL INVALIDITY: If any term or provision of this agreement shall be found illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect, and any such term or provision shall be deemed stricken.
	F.	GOVERNING LAW: This agreement will be governed by and construed in accordance with the laws of the State of Florida.
	G.	ALL AMENDMENTS IN WRITING: No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties.
	H.	SPECIFICATION CHANGES: Any specification changes made by the customer, verbal or written, shall be billed at hourly rates.
	I.	ANY REFERENCE TO "THE MANUFACTURER" is the end provider of equipment.
	J.	TAXES: Quoted prices do not include state sales tax or use tax.

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(800) 432-6119 Fax: (850) 944-1011

QUOTATION # W-359-16001

Date : 2-Jun-16

Reference: SMA

Prepared By: R Blanchard

TO: Nelly Peralta
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

Terms: Net 30 Days

Delivery: Annual

Quote Valid Through: 60 Days

EQUIPMENT WARRANTY

Spectrum Systems, Inc. (SSI) warrants that the original equipment, except spare parts, catalogued or sold by SSI furnished pursuant to an SSI sales order, will be free from defects in material and workmanship for a period of twelve (12) months from the date of initial receipt (delivery). If initial start-up of the original instruments is not performed by SSI personnel, the foregoing warranty shall be for a period of ninety (90) days, commencing with the date of shipment of the original equipment.

All spare parts, catalogued or sold by SSI and furnished pursuant to an SSI sales order, will be free from defects in material and workmanship for a period of three (3) months from the date of shipment of the spare parts. All normally consumed materials such as, but not limited to lamps, filters, activated charcoal, recorder pens, plastic tubing, and all fragile materials such as glass and ceramic components, shall be free from defects in workmanship at the date of shipment.

SSI warrants that the original equipment and spare parts, catalogued, sold or manufactured by SSI and furnished pursuant to an SSI sales order, will be of the kind and quality described in SSI's applicable specifications at the time of shipment of such equipment or spare parts.

SSI's obligations under the foregoing warranties are limited to replacing or repairing any defective part or parts, providing SSI shall have been given notice of the defect within ten (10) days of its occurrence. Upon receipt of notification, SSI shall have the option of replacing or repairing the defective part or parts and requiring the customer to return the defective part or parts to SSI's service facility as set forth below, freight prepaid by the customer and freight to be prepaid by SSI on return of the product to the customer. SSI shall provide the customer with written notification of its election as to the manner in which the defective item shall be repaired or replaced; **however, if the customer requests the repair of the defect on site, all labor shall be paid by the customer at current service rates, including travel time and on-site time plus travel expenses.**

This warranty is in lieu of all warranties, whether statutory, express or implied, including implied warranties of merchantability and fitness for a particular purpose. The repair or replacement of the defective part or parts shall be the sole and exclusive remedy under the foregoing warranties. This warranty is only applicable to individual pieces of equipment and components, and shall not be construed to apply to the simultaneous and/or interdependent operation of groups of equipment, software, field service or factory repairs. In no event shall SSI be liable for incidental or consequential damages. This warranty does not apply to damage caused by acts of God, ordinary wear and tear or corrosion; nor does it apply to damage caused by misuse, abuse, faulty repair/alteration, or improper handling and/or operation of equipment. In addition, the foregoing warranties do not apply to any glassware or breakage of components with glass, ceramic and fragile materials.

Exhibit "A"

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-16001

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
1.0	Summary of Work Spectrum Systems, Inc. will provide the services of a qualified technician to perform preventative maintenance, audits, and verify the operational accuracy of the Emission Monitoring Equipment located at the City of Lake Worth Tom G. Smith facility on a quarterly basis. Each quarterly visit will be scheduled in advance at a mutually agreeable time.	
2.0	Contract Period Pricing and services are valid from October 1, 2016 through September 30, 2017.	
3.0	Unit and Equipment Covered	
3.1	Smith Unit S-3 42i NOx 410i CO2 T-ML LightHawk 560 Opacity with ERP SpectraPak-E Controllers M&C Model SP2000 (100:1)	
4.0	Work to Be Performed During each scheduled visit, Spectrum will perform the following activities on the equipment listed in Section 3, "Equipment Covered".	
4.1	Applicable to All Equipment Listed a) Check the history since last visit and current status for any problems or anomalies that may need to be addressed. b) Ensure calculated and electric parameters between monitor subcomponents and data recording devices are within manufacturer and EPA specifications. c) Troubleshoot and repair any discovered issues required to bring the monitors into proper working order with customer approval and customer supplied spare parts.	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-16001

Date: August 5, 2016
Quotation No.: S-359-16001
Reference: Service Contract
Terms: Net 30 Days
F.O.B. Point: Pensacola
Delivery: As Required

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

ITEM	DESCRIPTION	PRICING
	d) Perform documented Preventative Maintenance and QA/QC Activities e) Provide a copy of the signed Field Work Order upon completion of the work. A copy of any audit results and any suggested recommendations to improve equipment performance should be provided within fourteen (14) days of the completed service visit.	
4.2	Opacity Monitors a) The following consumables are included in the price and will be changed on the basis specified. a. Air Purge Filters – changed each quarter b) Perform a clear path of the system (either on or off stack as determined by the technician) if required. c) Audit the operational accuracy of each monitor by challenging the monitor with certified Neutral Density Filters provided by the customer. d) Make necessary adjustments for deficiencies found during audits and re-perform the NDF audit if necessary or required.	
4.3	Gas Analyzers (NOX, CO2, CO, O2, SO2) a) The following consumables are included in the price and will be changed on the basis specified. a. Pump Rebuild Kits – Semi-annually b. Scrubber Media – As required during visit c. Filters – As required during visit b) Perform a calibration of the gas components.	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

3410 West Nine Mile Road
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(850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-16001

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
	c) Audit the operational accuracy of each monitor by challenging the monitor with audit gases provided by the customer. Linearity Checks or CGA's, as applicable, will be run provided the unit is on-line. d) Make necessary adjustments for deficiencies found during audits and re-perform the audit if necessary or required.	
4.4	M&C Dilution Probe a) The following consumables are included in the price and will be changed on the basis specified. a. Ceramic Filter, Gaskets, and Lid O-Rings as required. *b)* Check tubing and wiring for proper wear and any unusual discoloration.	
4.5	*AIR CLEANUP SYSTEMS* a) The following consumables are included in the price and will be changed on the basis specified. a. Scrubber Media b. Filters – semi-annually b) Make necessary adjustment to flow rates and pressures required.	
4.6	Pricing Price includes labor, travel expenses, tools, and test equipment to perform work as described in this proposal. Pricing does not include spare parts or consumables unless delineated in the scope of work above. Out of Scope Work and Visits Pricing for any out of scope work (emergency visits, bench repair, refurbishment, etc) will be performed in accordance with the Service Rate Worksheet in effect at the time of the visit. Spare Parts may be purchased at SSI Current List Pricing.	$3,865 Per Visit including consumables

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-16001

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
5.0	Taxes Pricing does not include Sales/Use Tax.	
6.0	Other Fees Credit card orders and charges are subject to a 5% convenience fee.	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-16001

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
	GENERAL PROVISIONS a) FACILITIES: The customer will provide safe access to a safe working platform and sufficient utilities at the sampling location, i.e., 115 VAC ± 10%, 30 amps., when required. b) SCOPE: Problems with plant wiring, flanges, equipment cabinets, access platforms, ladders, etc., are the responsibility of the customer but can, at the request of the customer, be corrected by the contractor as an out-of-scope provision. c) FORCE MAJEURE: The contractor shall not be responsible for delays or failures in the equipment performance resulting from acts beyond the control of the party. Such acts shall include, but not be limited to, strikes, lock-outs, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, direct lightning hits, corrosion, neglect, earthquakes or other such disasters. d) CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for any indirect, special, or consequential damages. e) PARTIAL INVALIDITY: If any term or provision of this agreement shall be found illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect, and any such term or provision shall be deemed stricken. f) GOVERNING LAW: This agreement will be governed by and construed in accordance with the laws of the State of Florida. g) ALL AMENDMENTS IN WRITING: No amendment to this agreement shall be effective unless it is written and signed by duly authorized representatives of both parties. h) SPECIFICATION CHANGES: Any specification changes made by the customer, verbal or written, shall be billed at hourly rates.	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(850)944-3392 Fax: (850)944-3397

QUOTATION #S-359-16001

Date: August 5, 2016

Quotation No.: S-359-16001

Reference: Service Contract

TO: City of Lake Worth
1900 2nd Avenue North
Lake Worth, FL 33461
Attention: Evanna Stephenson

Terms: Net 30 Days

F.O.B. Point: Pensacola

Delivery: As Required

ITEM	DESCRIPTION	PRICING
	i) ANY REFERENCE TO "THE MANUFACTURER" is the end provider of equipment. j) TAXES: Quoted prices do not include state sales tax or use tax.	

This Quote is valid through: 10/31/2015
By: Reggie Davis
Title: President

Exhibit "A"

3410 West Nine Mile Road
Pensacola, Florida 32526-7808
(850) 944-3392 Fax: (850) 944-1011

QUOTATION #T-359-16001

Date 5-Aug-16
Quotation No. T-359-16001
Reference: Testing
Terms: Net 30
F.O.B Point: Plant Site
Delivery: As required

TO: Dave Mulvay
City of Lake Worth
1900 2nd Avenue North
Lake Worth, Florida 33461

ITEM	QTY	PART MODEL NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	TESTING	Spectrum Systems will perform the following testing: **Source EU009** 9 each 21 minute runs IAW EPA RM-7E for NOX and RM-3A for CO2 for purposes of performing the RATA on the NOX CEMS and for NOX Compliance with current site permit. **Source EU011** 3 each 1 hour runs IAW EPA RM-7E for NOX and RM-3A for CO2 for purposes of performing NOX Compliance with current site permit. Pricing is based on testing being performed during one of Spectrum's scheduled quartlery visits. Services to be performed in the 3rd Quarter of 2017	$9,200.00	$9,200.00
				TOTAL	

This quotation is valid through 90 days
By Sean Mynck
Title Testing Manager

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Electric Utility

EXECUTIVE BRIEF

TITLE:
Proposal with Mock Roos and Associates for Park of Commerce Phase 1A Design engineering services

SUMMARY:
The Proposal provides for additional services to finalize project documents to final bid package/phase services at an amount not to exceed $39,850.

BACKGROUND AND JUSTIFICATION:
The Park of Commerce project recently received notification of award of an EDA Grant that will cover 25.6% of costs associated with the project up to a maximum of $1,389,100. The project team has decided to move forward with Phase 1A of the project with funds provided by the City and funds from the EDA Grant.

The design drawings were previously taken to 96% for the full Phase 1 design in 2014. The infrastructure components included in the original scope of the project included; water and sewer improvements, drainage improvements, landscape and irrigation, and roadway lighting. The existing overhead electrical and associated franchise utilities located on the poles were to be installed underground before the start of construction and was not included in the original scope of work.

The design drawings were updated to show the revised scope and limits of Phase 1A. The project team has decided to include relocation of the existing overhead electrical and associated franchise utilities locate on the poles to underground as part of the Phase 1A scope.

MOTION:
I move to approve/deny a Proposal with Mock Roos and Associates for an amount not to exceed $39,850.

ATTACHMENT(S):
Fiscal Impact Analysis
Proposal

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	39,850	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	39,850	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:
The funds have been identified in the Park of Commerce budget from account 3046034-531.63-15

Park of Commerce							
Account Number	Account Description	Project #	FY 2017 Budget	Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
304-6034-531.63-15	Park of Commerce Improvements	FG 1421	$1,364,794	N/A	$1,351,436	-$39,850	$1,311,586

C. Department Fiscal Review: John Borsch Electric Utility Director

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

November 11, 2016

Brian Shields, P.E.
Utilities Director
Lake Worth Utilities
1900 2nd Avenue North
Lake Worth, FL 33461

Ref. No.: B2042.72
Subject: Lake Worth Park of Commerce Electrical Underground Distribution System

Dear Brian:

We are submitting the attached Proposal To Provide Amended Design Phase Services for Lake Worth Park of Commerce Electrical Underground Distribution System. 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 for a lump sum fee of $39,850.

If you have any questions please contact me at 683-3113, extension 216. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Thomas A. Biggs, P.E.
Executive Vice President

TAB:cbm

Enclosure
Copies: Bookkeeping

L:\mk\B2042.72\ls01tbcm.doc

Proposal To Provide Amended Design Phase Services for Lake Worth Park of Commerce Electrical Underground Distribution.

Services to be provided by: Mock•Roos

Services provided to (City): City of Lake Worth

Proposal Date: November 11, 2016

Proposal Terms

A. Project Description:

Add design of power system undergrounding associated with the Park of Commerce Phase 1A project to the Scope of Services. Included in these services is designing the location and depth of the underground conduits necessary along Boutwell and 10th Avenue North for both power and communication facilities for the limits shown on plans provided by Lake Worth Utilities on October 13, 2016.

Mock•Roos will perform services as outlined in **B. Scope of Services** below:

B. Scope of Services:

1. Set up base maps to be used as plan/profile sheets for the electrical conduit plans. These base maps will be based on the current base maps for the roadway construction documents. The maps will be modified to enhance the primary components of the electrical distribution system work, along with modifications to title blocks as necessary. Nine (9) plan sheets are anticipated to be required for these services.

2. Meet with City of Lake Worth electric utility personnel and information technologies (IT) staff to determine their requirements for the design of the underground electrical systems for both power and communications. The electric utility personnel will provide the details and specifications for all materials and equipment to be installed in order to be consistent with other underground electrical installations within the City. These details and specifications are anticipated to include, but are not limited to, trenching and backfill, conduits, pull and splice boxes, cables, pad-mounted switches, transformers, and pads, etc.

3. Design for the underground conversion of the overhead electrical power distribution system along Boutwell Road from 4th Avenue North to 10th Avenue North. This design will be based upon the preliminary plan prepared by LWU dated October 8, 2016. The intent of the design is for this work to be included in the overall project to be bid and constructed by a subcontractor to the primary roadway contractor. The LWU crews will be responsible for the overhead pole relocation at 7th Avenue North which is specifically excluded from our scope of work. The design for the overhead to underground conversion will be shown on a set of electrical drawings separate from the current lighting design drawings.

4. Identify the quantity, sizes, and proposed horizontal locations of electrical distribution system conduits, proposed transformers, switchgear, and other appurtenances by station/offset for the project on the plan portion of each sheet.

5. Identify the quantity, sizes and proposed vertical elevation of electrical distribution system conduits and appurtenances on the profile portion of each sheet.

6. Prepare an Engineer's Opinion of Probable Construction Costs for the underground conversion of the overhead electrical power distribution system.

7. Perform assembly and coordination of the electrical design sheets into a package for contract bidding. Coordinate with Smith Engineering to complete this task.

8. Prepare a technical specification package for the electrical distribution work to accompany the Phase 1A Infrastructure Package.

9. Modify the current Phase 1A Infrastructure Drawings and Specifications Package to include the Electrical Distribution System construction requirements.

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 the City will be considered Additional Services.

3. Additional Services can be provided upon Mock•Roos receiving signed authorization from the City.

D. Fees and Rates:

1. Mock•Roos will complete the Scope of Services for the lump sum fee of $39,850.

2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any 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 within 90 days of written authorization by the City. 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 No. 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 outlined above. This authorization becomes valid upon Mock•Roos receiving one **executed** copy of this proposal with original signatures below.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the _____ day of _____, 2016.

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

_____
Date

Approved as to form and legal sufficiency:

By: _____ FOR
Christy Goddeau
City Attorney

BAT 11/22/16

MOCK, ROOS & ASSOCIATES, INC.

By: _____
Thomas A. Biggs, P.E.
Executive Vice President

11/11/16
Date

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of November, 2016, by Thomas A. Biggs, 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:

Print Name: LISA D. RAMIREZ
My commission expires: August 26, 2017

LISA D. RAMIREZ
MY COMMISSION # FF 048251
EXPIRES: August 26, 2017
Bonded Thru Budget Notary Services

MOCK ROOS & ASSOCIATES, INC.

LAKE WORTH PARK OF COMMERCE - PHASE 1
ELECTRICAL ENGINEERING SERVICES
City of Lake Worth, Florida

October 28, 2016

TASK DESCRIPTION	Sr. Project Manager	Senior Engineer	Engineer	CADD Technician	Admin Assistant	Sub-Consultants	Total Hours	Amount
1. Set up base maps	2	2	4	6			14	$1,470.00
3. Meet w/City to determine requirements for design	4					$2,000.00	4	$2,600.00
2. Design underground conversion/overhead electrical power	2			8		$15,000.00	10	$15,940.00
4. Identify quantity, size & horizontal location of elect distribution system	2	6	20	36			64	$6,050.00
5. Identify quantity, size & vertical elevation of elect distribution system	2	6	20	28			56	$5,410.00
6. Prepare Const. Cost Estimate ofr underground conversion	2		2		2	$2,000.00	6	$2,620.00
7. Perform assembly & coord of electrical design sheets into package	2	2	8	4			16	$1,710.00
8. Prepare specification package	2		4		8		14	$1,180.00
9. Modify current Phase 1A Infrastructure Plans/Specifications	4	2	8	8	4		26	$2,570.00
	22	***18***	***66***	***90***	***14***	***$19,000.00***	***154***	***$39,550.00***
TOTAL MAN HOURS	**22**	**18**	**66**	**90**	**14**		**154**	
TOTAL LABOR COSTS	**$3,300.00**	**$2,610.00**	**$6,600.00**	**$7,200.00**	**$840.00**	**$19,000.00**		**$39,550.00**
HOURLY LABOR RATES	$150.00	$145.00	$100.00	$80.00	$60.00			
Out-of-Pocket Expenses								**$300.00**
								$39,850.00

AGENDA DATE: December 13, 2016, Regular Meeting **DEPARTMENT:** Electric Utility

EXECUTIVE BRIEF

TITLE:
The City of Lake Worth Electric Distribution System Upgrade from 4.16kV to 26.4kV

SUMMARY:
The Item provides for staff to perform a distribution voltage conversion from 4.16kV to 26.4kV and additional necessary upgrades required for system reliability, efficiency and ability to meet present and future demand loads.

BACKGROUND AND JUSTIFICATION:
Currently, the distribution system consists of a 4.16kV and a 26.4kV distribution voltage classes. The 4.16kV distribution voltage class mainly represents the older part of the system. The existing 4.16 kV distribution system is outdated and has surpassed its intended function for decades, thereby reducing system flexibility, reliability and dependability.

Based on the results of multiple engineering studies, carried out by consulting companies in the past as well as results of an in-house engineering evaluation, a preliminary distribution system conversion plan has been created. The distribution system upgrade project for the Electric Utility focuses on a system configuration that affords maximum reliability, improved efficiency and a standardized distribution network. When complete, the system will be comprised of one 138 kV transmission system, a 26.4 kV sub-transmission system, and a 26.4 kV distribution system.

The proposed plan development process includes consideration for optimal construction costs and feasibility, system reliability, future expansion, maintenance costs, safety and other factors. The plan will allow eliminating costly substation transformers, associated maintenance expenses and decrease in line losses. Plan benefits include increased system capacity and decrease in overloading circuits and equipment. The uniformity of a 26.4kV distribution and sub-transmission voltage class throughout the service area, as well as addition of sub transmission loops, will allow to improve power restoration timing and overall system reliability. As a result, it has been concluded that upgrading the 4.16kV distribution system to 26.4kV is the most reasonable solution for the existing system.

The electric distribution system upgrade will be budgeted over the next five years utilizing the electric bond proceeds in the amount of $14.75 million. A budget amendment will be requested pending commission approval on December 13, 2016 to increase the Electric Fund by the 2017 budgetary cost of $1,500,000 and allocate the funds into the Transmission & Distribution division.

The annual budgetary costs for fiscal years 2017-2021 associated with 26.4 kV upgrade are listed below:

		2017	2018	2019	2020	2021	Total
SUBSTATION CONSTRUCTION	**18th Ave N**	$1,000,000	$800,000				$1,800,000
	6th Ave S		$1,800,000				$1,800,000
	12th Ave S			$1,100,000			$1,100,000
	4th Ave S				$1,100,000		$1,100,000
	Elizabeth					$1,000,000	$1,000,000
	Canal				$200,000	$600,000	$800,000
	Total Substation Construction						**$7,600,000**
	Sub-transmission		$250,000	$250,000	$250,000		$750,000
	T&D	$500,000	$1,500,000	$1,500,000	$1,500,000	$1,400,000	$6,400,000
	Total /FY	**$1,500,000**	**$4,350,000**	**$2,850,000**	**$3,050,000**	**$3,000,000**	**$14,750,000**

This item was recommended by the Electric Utility Advisory Board on November 4, 2015.

MOTION:
I move to approve/ not approve the proposed electric distribution system upgrade from 4.16kV to 26.4kV in the amount of $14,750,000.

ATTACHMENT(S):
Fiscal Impact Analysis
Distribution Voltage Upgrade Project

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	$1,500,000	$4,350,000	$2,850,000	$3,050,000	$3,000,000
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	$1,500,000	$4,350,000	$2,850,000	$3,050,000	$3,000,000
No. of Addn'l Full-Time Employee Positions	2 0	2 0	2 0	2 0	2 0

B. Recommended Sources of Funds/Summary of Fiscal Impact: Use of Bond Proceeds

C.

Electric	**Palm Beach County**					
Account Number (s)	Account Description	Project #	FY 2017 Budget	Available Balance	Agenda Expense	Balance
401-6034-531.63-15	Use of Bond Proceeds	N/A			1,500,000	

A budget amendment will be requested pending commission approval on December 13, 2016 to authorize spending of existing bond proceeds.

Department Fiscal Review: John Borsch, Electric Utility Director

DISTRIBUTION VOLTAGE UPGRADE PROJECT

Purpose and Scope

ABSTRACT

Detailing the proposed design aspects of a Long Range Plan to upgrade the City of Lake Worth Utilities' distribution voltage class

George Guirguis
Jean St. Simon

12/2/2015

TRANSMISSION

Purchased power is transmitted to the City of Lake Worth (CLW) electric grid via one 138 kV external electrical power supply source through Orlando Utilities Commission (OUC) and interconnected to Florida Power & Light (FP&L) grid. The transmission line enters the system at the city owned Hypoluxo Station, then service is extended from that point of entry to the Main and Canal Substations via a 138 kV overhead and underground line owned and operated by CLW. The Tom G. Smith Plant generation is connected to the City Electric system via 138 kV and 26.4 V at the Main Substation.

SUB-TRANSMISSION & DISTRIBUTION

Voltage is stepped down from 138 kV to 26.4 kV at the Main and Canal Substations. The 26.4 kV system is used to serve customer load as well as serve as sub-transmission to the 26.4/4.16 kV substations. The existing distribution system is nearly equally divided between 26.4 kV and 4.16 kV. Currently, the 4.16 kV electric system is primarily located east of the I-95 and is comprised of nine 26.4/4.16 kV substations.

PLAN

The long range improvement plan for the electric utility primarily focuses on a system configuration that affords maximum reliability while utilizing components from the already upgraded system. When complete, the system will be comprised of one 138 kV tie line, a 26.4 kV sub-transmission system, and a 26.4 kV distribution system. This particular plan does not address power supply or generation.

The plan design includes a 26.4 kV sub-transmission system that ties switch stations in a looped system; affording each switch station (a substation without a transformer) an alternate power source. This system will not be used to directly serve customer load, rather it will be a fail-safe method of reliability. By looping switch stations together and properly sizing station equipment to serve design and emergency load, it will be possible to quickly, safely, and reliably take switch stations out of service during storm events, natural disasters, and preventive maintenance and testing functions. These operations can be done seamlessly, without prolonged interruption to customers' service.

The mechanics of the sub-transmission build out will take advantage of the fact that approximately one half of the distribution system was initially built to 26.4 kV. Previous installations will be moved and reused. By separating the 26.4 kV sub-transmission from the distribution system and developing a separate sub-transmission system, local 26.4 kV distribution faults that currently cause outages and equipment damage will be greatly minimized.

The remainder of the long range improvement plan is focused on serving customer load. The 4.16 kV portion of the distribution system will be converted to 26.4 kV. The current 4.16 kV system is sorely deteriorated, over loaded, and is inflexible from a switching standpoint. Some of the 4.16 kV system is configured such that it can be easily converted to 26.4 kV, since previous reinsulating projects were upgraded up to 35 kV specification.

When designs are in the final stages, coordination with customers, home owner associations, and construction teams will provide valuable decision making information. The construction of the plan will be accomplished primarily with outside contractor(s). This will allow the City to move forward with this project/upgrade at a reasonable and concise rate.

PROJECT DESCRIPTIONS

There are two stages to the long range improvement plan for the electric utility. Stage one includes projects associated with design and construction of the 26.4 kV distribution system, including optimizations to the existing 26.4 kV feeders. Stage two encompasses the design and construction of the 26.4 kV sub-transmission system loop.

Stage One - 26.4 kV Distribution Circuits Upgrade

In an attempt to streamline conversion process, two of the substations (11th Ave North and 15th Ave South) will be eliminated. In addition, 7th Ave North substation will be replaced with a new switch station construction at the Elizabeth switch station location. Since the project scope calls for 26.4 kV distribution, the need for substation transformers at each switch yard location is eliminated. Instead, single-phase regulators will be installed to regulate outgoing customer voltage.

New bus structures have been implemented in this design to accommodate for the higher distribution voltage. At 26.4 kV (phase – phase), ANSI C37.32-2002 Table 5 dictates that the phase spacing for the rated maximum voltage shall maintain a 36 inch centerline to centerline phase spacing. Current 4.16 kV bus structures phase spacing is 18 inches, hence, not suitable for any voltage higher than 8.3 kV.

Forecasted budgetary cost to convert all the 4.16 kV distribution circuits to 26.4 kV is approximately $2,900,000 for contracted labor and $3,500,000 for materials.

Stage Two - Design and Construction of the 26.4 kV Sub-Transmission System Loop.

Once completed, the proposed electric grid will be in a standby looped configuration to increase reliability and switching capabilities as per Figure 1. The sub-transmission and distribution systems will only require three substation transformers; A 55 MVA and a 50 MVA at Main Yard Substation and a 60 MVA at Canal Substation. This will greatly reduce maintenance, repairs, electric losses, and number of spare transformers in the event of emergencies.

As part of a looped configuration, each switch yard will have an alternate subtransmission tie. This will facilitate switching due to load accommodations as well as for emergency and disaster recovery. Sub-transmission circuits will be dedicated as such:

a. Transfer all existing sub-transmission circuit load to feeder circuits
b. Strategically place gang-operated switches and reclosers for sectionalizing purposes
c. Budgetary sub-transmission circuit construction is estimated at $750,000

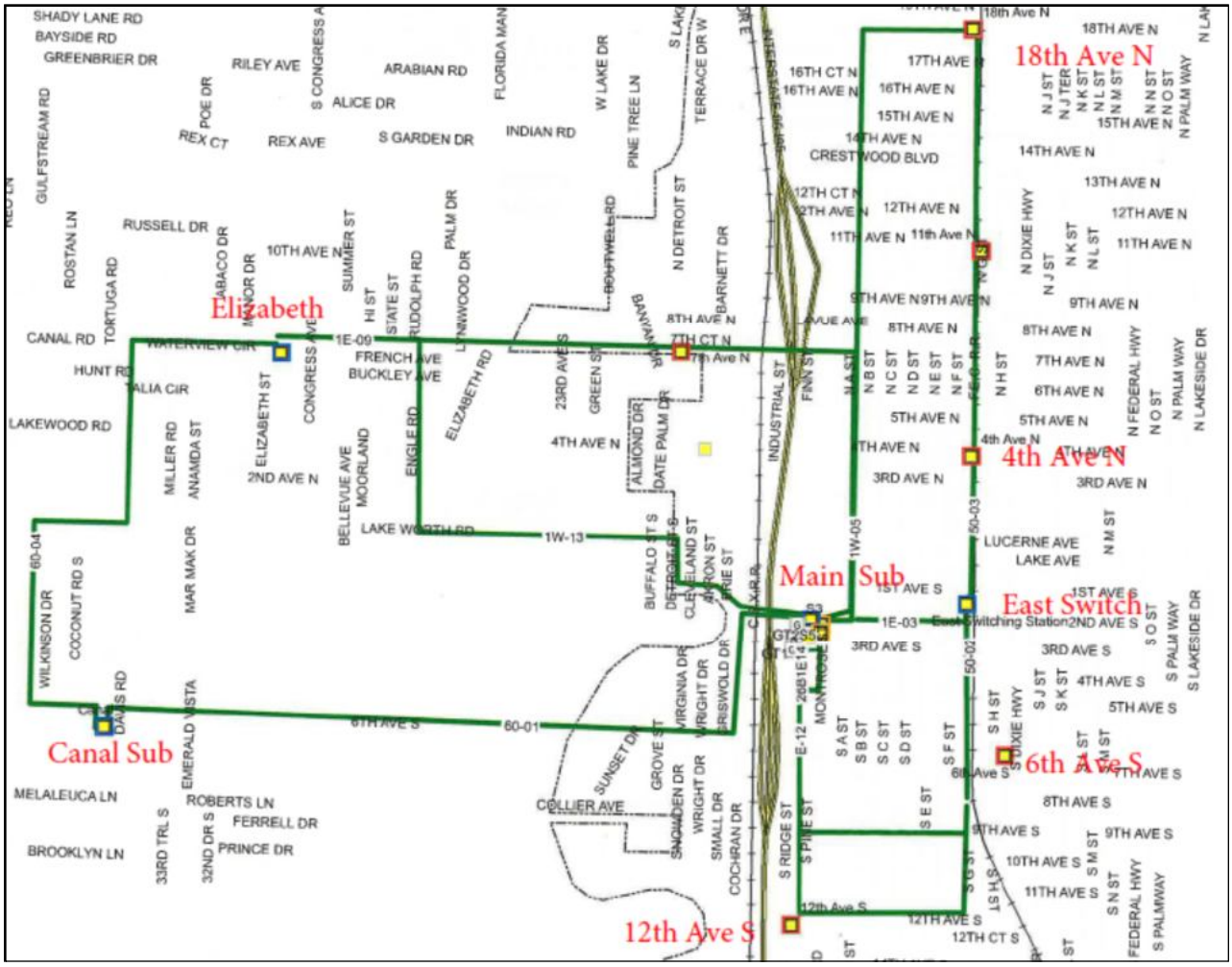

Figure 1 – 26.4 kV Sub-transmission loop

The switch yards will house all breakers within the confines of the switch yard property, eliminating the need for pole-mounted feeder breakers. Below is a breakdown of the per switch yard proposed design.

1. **18th Avenue North Switch Station**

    a. Complete the reinsulating of the 4.16 kV distribution feeders from the 18th and 11th Avenue North Substations to 35 kV standards
        i. Replace current 4.16 kV distribution transformers with 4.16/26.4 kV dual voltage transformers
    b. Build a new bus structure to accommodate 8 total feeders (Double the existing number of feeders) at 18th Ave North site
    c. Incorporate the following feeders:
        i. Previous 11th Ave North Substation feeders

ii. Existing 26B1801 (College Park load) and 26B1719 (Vernon Heights load) pole mounted reclosers
iii. Additional breaker for North Dixie industrial area load

d. Refer to Figure 2 for proposed equipment and configuration
e. Budgetary switch station construction: $1.81M

2. 6th Avenue South Switch Station

a. Rebuild the 4.16 kV distribution feeders from the 6th Avenue South Substation and existing 4kv House feeders to 35 kV standards
b. Build a new bus structure to accommodate8 total feeders (Double the existing number of feeders)
c. Incorporate the following feeders:
    i. Four circuits out of the existing 4 kV House
    ii. Existing 26B0603 pole mounted recloser
d. Refer to Figure 2 for proposed equipment and configuration
e. Budgetary switch station construction: $1.81M

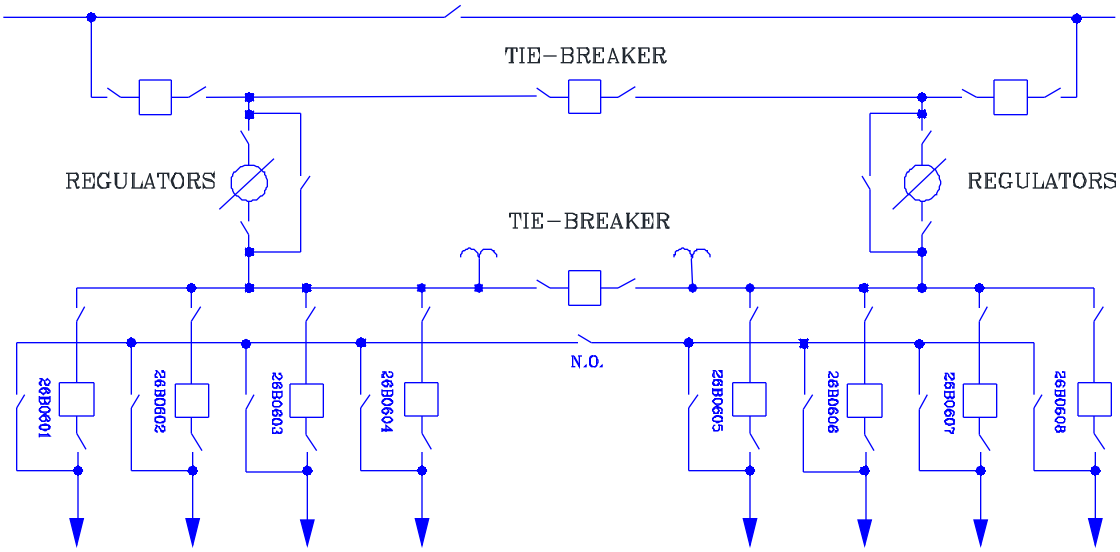

Figure 2 – One-line diagram for 18th Ave N and 6th Ave S switch yards

3. 4th Avenue North Switch Station

a. Rebuild the 4.16 kV distribution feeders from the 4th Avenue North Substation to 35 kV standards
b. Build a new bus structure
c. Incorporate one circuit out of the existing 4 kV House
    i. 3S05 and 3N11 combined as one circuit
d. Refer to Figure 3 for proposed equipment and configuration
e. Budgetary switch station construction: $1.1M

4. 12th Avenue South Switch Station

a. Rebuild the distribution 4.16 kV feeders from the 12th and 15th Avenue South Substations to 35 kV standards
b. Build a new bus structure
c. Combine 15th and 12th Ave South station circuits together at strategic tie points, creating larger circuits
d. Refer to Figure 3 for proposed equipment and configuration
e. Budgetary switch station construction: $1.1M

5. Elizabeth Switch Station

a. Rebuild the distribution 4.16 kV feeders from the 7th Avenue North Substation to 35 kV standards
b. Build a new bus structure and incorporate the following feeders:
    i. Existing 26B0701 circuit
    ii. Existing 0702 and 0704 circuits
    iii. Portion of the 6003 and 6004 circuits (from Canal Substation)
c. Complete 26B6004 subtransmission construction to Elizabeth
d. Refer to Figure 3 for proposed equipment and configuration
e. Budgetary switch station construction: $1.1M

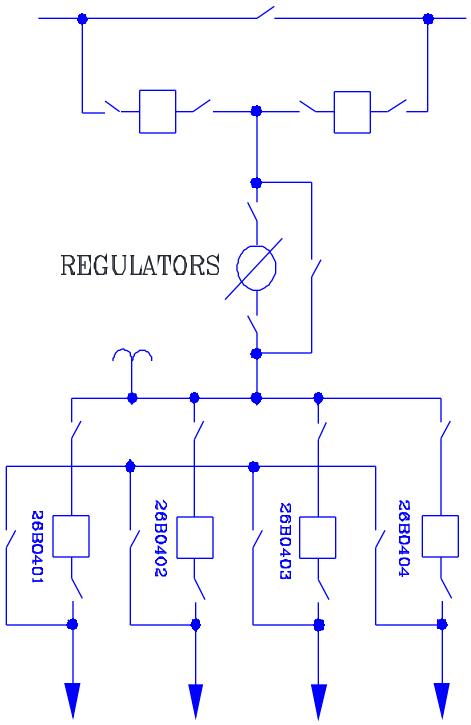

Figure 3 - One-line diagram for 4 h Ave N, 12th Ave S, and Elizabeth switch yards

6. Canal Substation

a. Dedicate the 6002 circuit as a 26.4 kV feeder to Palm Beach State College
   i. Eliminate 26.4/4.16 kV transformer (TDJC)
   ii. Reinsulate DR01 circuit to 35kV standards
   iii. Place a 26.4/4.16 kV stepdown transformer on PBSC site to serve existing 4.16 kV load
b. Place additional feeder breaker(s) and additional bus work to break up native load
c. Refer to Figure 4 for proposed equipment and configuration
d. Budgetary switch station construction: $814,000.00

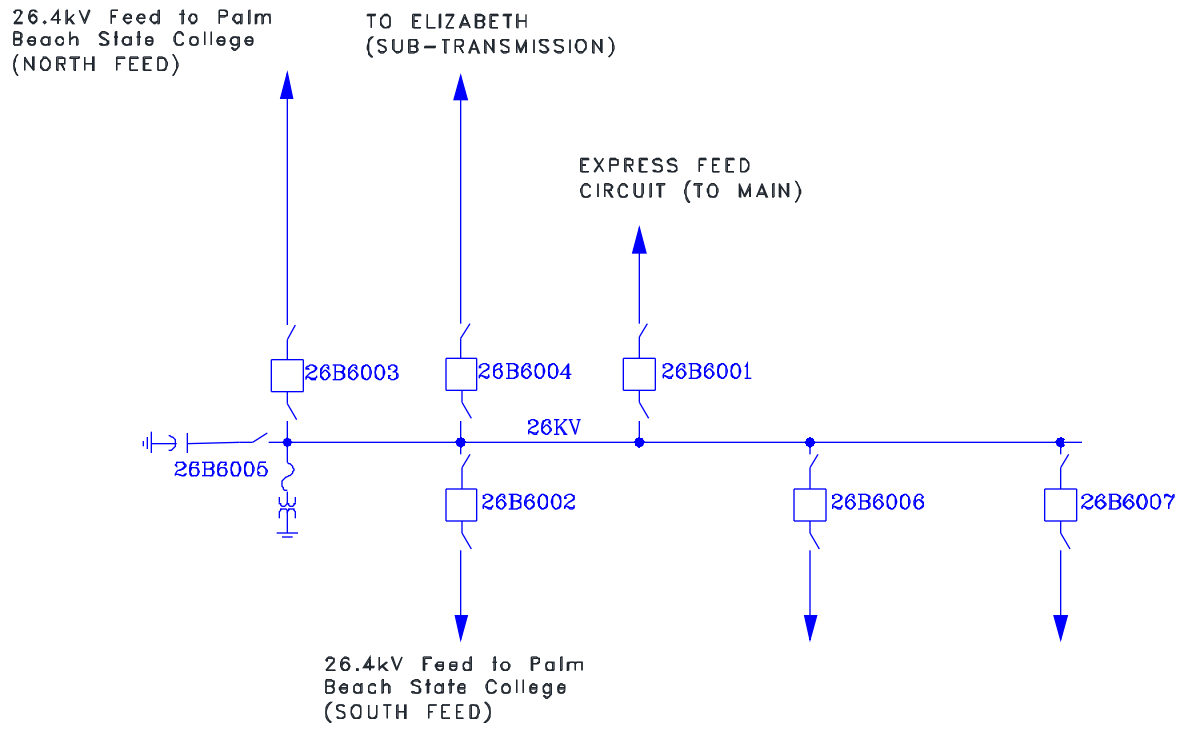

Figure 4 – Canal Substation 26.4 kV distribution and sub -transmission one-line

7. Main Yard Substation

a. Dedicate the W13 circuits as 26.4 distribution
    i. Provide measures to tie to sub-transmission for emergency purposes or tie flexibility
b. E09 circuit will continue to support High School and a subtransmission circuit
c. Eliminate 4 kV house, TPS1, and TPS2 transformers
d. Install a capacitor bank for West Bus and repurpose 26B1W15 breaker as a capacitor bank breaker
e. Repurpose 26B1E14 breaker as a sub-transmission breaker feeding between 6th and 12th Ave South switch stations
f. Refer to Figure 5 for proposed equipment and configuration

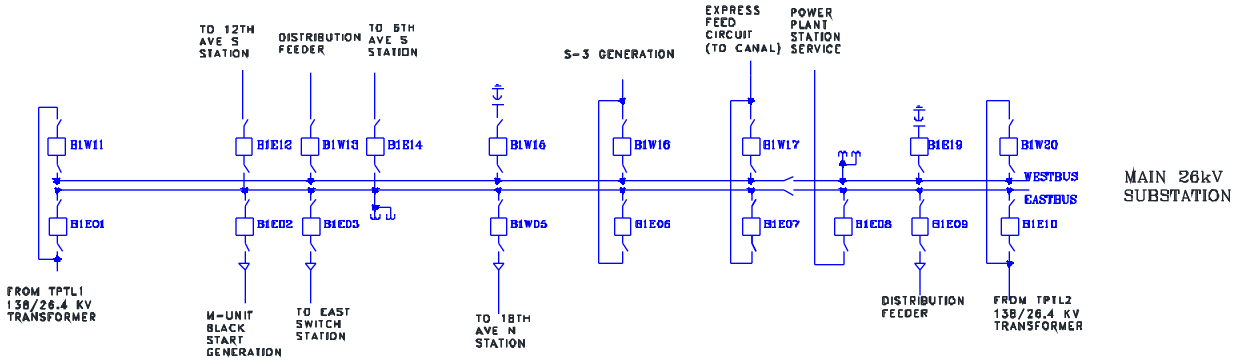

Figure 5 Main Substation 26.4 kV distribution and sub -transmission one -line

Process to accomplish our Goal

The proposal is to start working on the East corridor to convert all the 4.16 kV circuits to 26.4 kV.

The following materials will be required:

- Dual voltage transformers 4.16/26.4 kV of different kVA sizes
- Replace all 3 kV lightning arresters with 21 kV
- Replace all 15 kV switches with 34.5 kV
- Replace all 15 kV cutout with 25 kV
- Replace all 15 kV insulators with 35 kV porcelain insulators

To identify the existing materials that are not rated for 26.4 kV, a crew has been mobilized to accomplish a visual inspection of all 4.16 kV circuits. The following data has been collected:

- 4,900 Poles inspected
- 1,400 Bad poles

Construction Scope

The scope of the construction will be as follows:

- Construct 18th Avenue North and 6th Avenue South switch stations simultaneously
- Construct 4th Avenue North and 12th Avenue South switch stations simultaneously
- Construct Elizabeth switch station and Canal Substation simultaneously

All the circuits that are associated with these switch stations must be reinsulated to 35 kV prior to the completion of switch station construction.

Circuits Conversion Procedure

The procedure will be as follows:

a. Identify and replace all bad poles
b. Replace all the 15 kV insulators with 35 kV porcelain insulators
c. Replace all the 4.16 kV transformers with dual voltage 4.16/26.4 kV transformers
d. Install 3 kV lightning arrester **temporarily** for each transformer
e. Install three-phase 21 kV lightning arresters every thousand (1,000) feet
f. Change out all the cutouts with 25 kV or higher voltage

Switchover from 4.16 kV to 26.4 kV will require one or two service interruptions per customer. There are about 30 circuits to be converted and each circuit has approximately forty (40) bad poles and sixty five (65) transformers.

Safety concerns

- Constructing a system with a uniform distribution voltage will minimize accidental contact with a possible higher voltage.
- Higher voltages require a more stringent vegetation control

Proposed additional system reliability measures

It is recommended to have either an alternate tie with FP&L or expanded on-site generation.

Canal Substation site is suitable for the additional 138 kV tie

- Provide added flexibility and reliability in the event of current tie line disruption
- Budgetary cost to build new transmission line is: $1.6 Million per mile
    - Does not include permitting or right-of-way costs

The Electric Utilities will develop goals, objectives, and plans in several categories to keep the electric system operating effectively long past the stages of construction.

Lake Worth, Florida. The Art of Florida Living.sm

7 North Dixie Highway
Lake Worth, FL 33460
561.586.1600

DRAFT
AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JANUARY 10, 2017 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION OR MOMENT OF SILENCE:** Led by Vice Mayor Scott Maxwell

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso

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

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

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

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

8. **APPROVAL OF MINUTES:**

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

   A. Resolution No. xx-2017 - amended agreement with the Supervisor of Elections Office for equipment use and election services and designate the Municipal Canvassing Board

   B. Purchase Order with Garber Automall for the purchase of two new vehicles for the Community Sustainability Department

10. **PUBLIC HEARINGS:**

    A. Ordinance No. 2017-01 - Second Reading and Public Hearing - call for a charter referendum election

    B. Ordinance No. 2017-02 - Second Reading and Public Hearing - prohibit conversion therapy on minors

C. Ordinance No. 2017-03 - Second Reading and Public Hearing - compensation adjustment for elected officials

D. Resolution No. xx-2017 – Public Hearing - abandon a public alleyway at the request of Sacred Heart Catholic Church

E. Resolution No. xx-2017 – Public Hearing - abandon public right of way at the request of Stateside Partners LLC

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Ordinance No 2017 –xx - First Reading - increase the City Manager's settlement authority and schedule the public hearing date for January 24, 2017

13. LAKE WORTH ELECTRIC UTILITY:

A. PRESENTATION: (there is no public comment on Presentation items)

1) Update on the electric utility system

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

C. PUBLIC HEARING:

D. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. January 24, 2017 draft Commission agenda

16. ADJOURNMENT:

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)