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

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, JULY 01, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:** Offered by Pastor Leonce Estimable of Church of God, Christian Fellowship

3. **PLEDGE OF ALLEGIANCE:** Led by Commissioner Andy Amoroso

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

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

   A. 2014 Annual Citizen Survey Report by Sharon Parsons

   B. Update provided by Bryant Park Neighborhood Association

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

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

8. **APPROVAL OF MINUTES:**

   A. City Commission Meeting - June 17, 2014

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

   A. Resolution No. 33-2014 - declaration of intent to abandon a portion of a 10 foot utility easement and schedule the public hearing date for August 19, 2014

   B. Resolution No. 35-2014 - submit funding proposal for trolley service to the Palm Beach Metropolitan Planning Organization

   C. Resolution No. 36-2014 - submit funding proposal for a comprehensive bicycle network to the Palm Beach Metropolitan Planning Organization

   D. Resolution No. 37-2014 - submit funding proposal for way finding signage to the Palm Beach Metropolitan Planning Organization

E. Continuing agreements for various professional services also known as the Consultant's Competitive Negotiations Act (CCNA)

F. Continuing professional services agreements for lot clearing under the Code Compliance Remediation Program

G. Contract with Springsted, Inc. to conduct a Classification and Compensation Study

H. Purchase Order with the State of Florida Department of Management Services for bulk fuel, gasoline, and diesel

I. Purchase Order with D S Eakins Construction Corp. to replace collapsed sewer

J. Purchase Agreement with Atlantic Machinery, Inc. to replace a TV camera truck to be used by the Water Utility Department

K. Ratify board members to various City advisory boards

L. Release easement agreement, cross access easement, and unified use and issue a new cross access agreement with Value Place Hotel located at 2171 10th Avenue North

10. PUBLIC HEARINGS:

A. Ordinance No. 2014-19 - Second Reading and Public Hearing - update the Police Retirement System to comply with the Internal Revenue Service Code

B. Ordinance No. 2014-20 - Second Reading and Public Hearing - update the General Employees Retirement System to comply with the Internal Revenue Service Code

C. Ordinance No. 2014-21 - Second Reading and Public Hearing - provide for the annual payment from Division II to Division I of the Police Pension System

11. UNFINISHED BUSINESS:

12. NEW BUSINESS:

A. Designate a voting delegate for the business meeting during the 2014 Florida League of Cities 88th annual conference on August 14-16, 2014 in Hollywood, Florida

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. August 19, 2014 Draft Commission Agenda

16. ADJOURNMENT:

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

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

CITY OF LAKE WORTH CITIZEN SATISFACTION SURVEY 2014

LET US KNOW YOUR THOUGHTS

The City Commission is interested in your opinion and suggestions. Your participation will provide valuable input that will help Lake Worth improve the services and meet your expectations. Please take a few moments to complete the survey. Thank you for your participation.

1. How many years have you lived in Lake Worth? (Check One)

- 0 to 3 years
- 3 to 5 years
- 6 to 10 years
- More than 10 years
- Don't live in Lake Worth

2. How often do you use the amenities in Lake Worth? (Select one for each)

	Never	Seldom	Sometimes	Frequently	Very Frequently
Parks					
Beach					
Library					
Local Businesses					
Boat Ramp					
Sports Programs					
Golf Club					
Local Restaurants					
Arts & Theatre Events					
Special Events					
Nature Areas					
Other					

If you selected other, please specify

3. Rate the quality of service you have received from various City departments in the past 12 months. (Check one for each of the following)

	Poor		Average		Excellent	Not Used
Building Permitting Services						
Camp Programs for Youth						
Code Compliance (Overall)						
A. Building condition (dwellings/buildings: e.g., safety, sanitation, maintained)						
B. Property condition (premises: e.g., trash/refuse, yard upkeep)						
Drinking Water Quality						
Golf Course						
Library						
Parks						
Palm Beach County Sheriff's Office – District 14 (Overall)						
A. Crime Prevention						
B. Responsiveness – Providing Help						
Fire Rescue – Battalion 3						
Recreation Programs						
Special Events / Festivals						
Water & Sewer Service						
Lake Worth Electric						
Public Works (Overall)						
A. Litter Clean-up						
B. Road Repairs (Potholes)						
C. Sidewalks						
D. Bike Lanes						
E. Parking						
F. Drainage						
G. Recycling						
H. Garbage & Trash Pickup						
Economic Development /City Revitalization						
Lake Worth Administration (Overall)						
A. City Website						
B. Customer Service -						

Paying Utility Bill

C. Customer Service - Planning, Zoning & Building

D. City Newsletter

Other City Service

Overall, how would you rate the job Lake Worth is doing in providing town services?

If you answered other, please specify the service here

4. Understanding that resources are limited, which of the following should Lake Worth focus on to improve the quality of life in the city? Prioritize the following from the least important to the most important (that would improve the quality of life in this city).

	Least Important				Most Important
Code Compliance: Building Conditions					
Code Compliance: Property Conditions					
Recreation Programs					
Special Events/Festivals					
Water & Sewer Service					
Litter Cleanup					
Road Repairs (potholes)					
Sidewalks					
Bike Lanes					
Parking					
Drainage					
Recycling					
Garbage & Trash Pickup					
Economic Development/City Revitalization					
Lake Worth Electric					
Other(specify below)					

Other (please specify)

5. Do you disagree of agree with the following statements? (Check one box for each statement)

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree	Don't Know
Lake Worth is a safe place to live/shop/dine & work.						
The quality of life in Lake Worth is good.						
There is openness & acceptance of the community toward people of diverse backgrounds.						
There is a strong sense of community in Lake Worth						

Overall, the quality of life in Lake Worth is: Check one.

- ○ Getting better
- ○ About the same
- ○ Getting worse
- ○ Don't know

7. Which of the following best describes your household? Check one.

- ◯ Married couple household without children
- ◯ Married couple household with children
- ◯ Single individual household without children
- ◯ Single individual with children
- ◯ Unmarried partner household without children
- ◯ Unmarried partner household with children
- ◯ Non-family household (nonrelatives only)

8. Your GENDER? Check one.

- ◯ Male
- ◯ Female

9. Your ETHNICITY? Check one.

- ◯ Hispanic
- ◯ African American
- ◯ White
- ◯ Other

10. Your AGE? Check one.

- ◯ 18-21
- ◯ 22-30
- ◯ 31-40
- ◯ 41-50
- ◯ 51-60
- ◯ 61-70
- ◯ over 70

11. Do You? Check all that apply.

- [ ] Own Your Home in Lake Worth
- [ ] Rent Home in Lake Worth
- [ ] Have a Business in Lake Worth
- [ ] Own Property in Lake Worth
- [ ] Visitor

12. What is your neighborhood? Check one.

- ( ) Bryant Park
- ( ) College Park
- ( ) Downtown Jewel
- ( ) Lake Osborne Heights
- ( ) Mango Grove
- ( ) Parrot Cove
- ( ) South Palm Park
- ( ) Sunset Ridge
- ( ) Tropical Ridge
- ( ) Eden Park
- ( ) Genesis
- ( ) Royal Poninciana
- ( ) SOSA
- ( ) Vernon Heights
- ( ) Whispering Palms
- ( ) Don't know

13. Do you have? Check all that apply.

- [ ] E-mail Account
- [ ] Facebook Account
- [ ] Neither

14. Have you attended any city government public meetings in the past year?

- ( ) Yes
- ( ) No

15. What would you suggest to improve the City of Lake Worth (issues that can and should be addressed by the city administration in 2013-2014)?

Report on the 2014 City of Lake Worth Citizen Satisfaction Survey

Report prepared by: Sharon Parsons, PhD*
Project Manager: Dolores Key, Economic Development Manager, City of Lake Worth
Project Assistant: Alec Dickerson, Volunteer

Background on the City of Lake Worth

The City of Lake Worth has an approximate population of 36,000 people on six square miles of area. Lake Worth is an ethnically diverse city with the majority of the population non-white (38.1% Hispanic and 19.8% Black). According to 2010 Census Data, males comprised 54% of the Lake Worth population with 11.2% of all residents 65 years or older. The Lake Worth population is only slightly more transient than the norm for Florida, with 78% of Lake Worth residents living in the same household in the past year. It is marginally more common for Lake Worth residents to live in family households (55.3%) as nonfamily households (44.7%). Approximately half of the residents are home owners.[1]

The City of Lake Worth is known for its artistic downtown, historic buildings, "acceptance of different cultures and lifestyles,"[2] and beautiful waterway views, but also has an ample number of challenges and opportunities for improvement. One challenge is assuring governmental representation and equal access to services of the minority populations (53% of whom speak a language other than English at home). Other challenges include a lower high school graduation rate and a lower household income.[1] Crime statistics in Lake Worth, while trending down, are higher than the national and Florida average for violent crimes and property crimes. Lake Worth was listed as one of the 100 most dangerous cities in the U.S. according to FBI and population statistics.[3]

Regarding challenges more directly within the control of the city governance, those include code enforcement[4] and the cost and service of the City of Lake Worth utilities.[5] Two additional challenges are worthy of note. Litter is a persistent problem in the city,[6] as is the crumbling infrastructure across the city and "underdeveloped" infrastructure in the poorest neighborhoods.[7]

The City of Lake Worth, as is true for many other historic cities, has one foot in the past and one foot in the space between the present and the future. This naturally creates a struggle for city leadership in terms of priorities and agreement on a shared vision for the future.

Citizen Satisfaction Survey

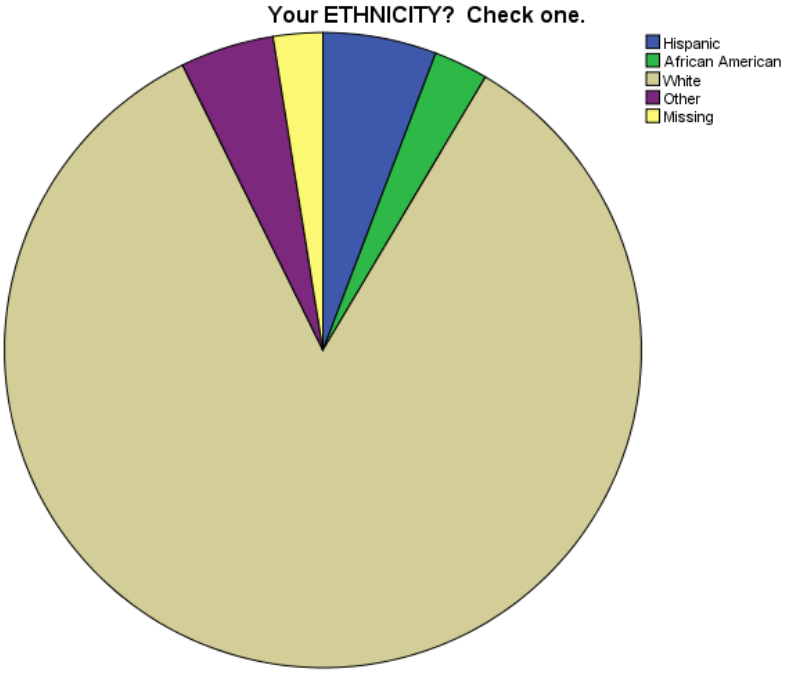
Methods and Demographics

To help establish priorities and to assess citizen satisfaction, a survey was conducted by the city government in the spring of 2014. This 2014 survey, the second in a series (with the previous one conducted in 2013) will serve as the baseline for charting future progress. The questions selected for the survey were adapted from citizen satisfaction surveys used in other cities and tailored to the City of Lake Worth.[8] The survey contained several sets of questions: demographics, frequency of services used, ratings of the quality of services, prioritization of services, quality of city life indicators, and an open-ended comment option.

This instrument was posted on the city website and the neighborhood associations encouraged residents to participate. A hard copy of the survey was also inserted in the utility bill. The survey was open to all persons in the city knowledgeable about the survey and willing to participate. Approximately 400 individuals responded to the survey on surveymonkey.com or by hard copy.

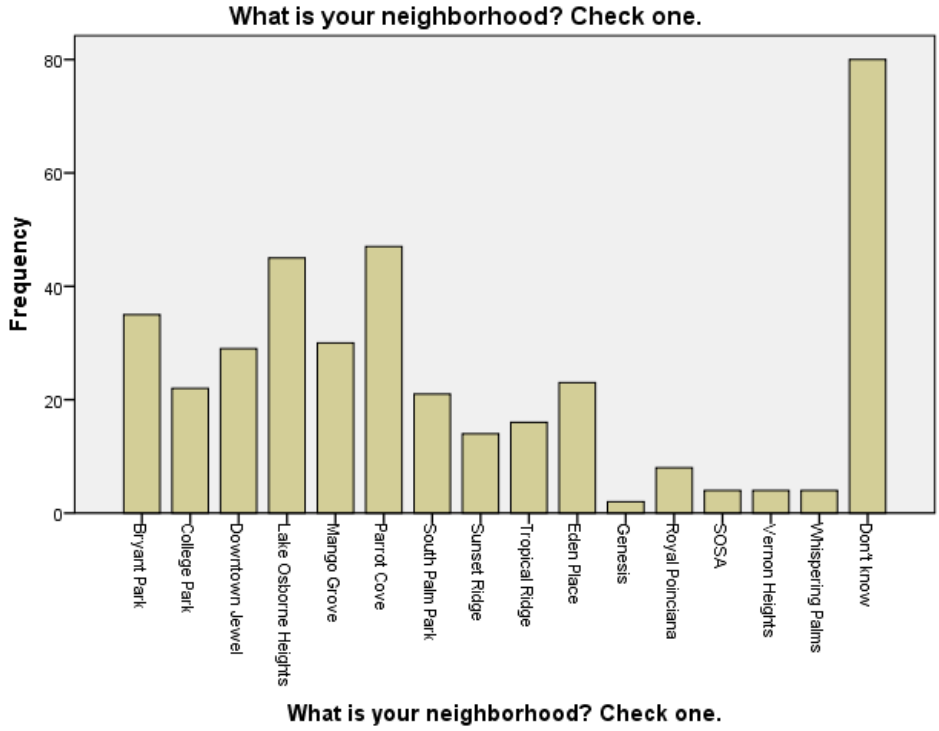
While the survey response rate was appropriate in terms of number, the respondents only represented a certain segment of the population: white, older, and majority female. Of the respondents, only 5.9% were Hispanic and 2.8% black (who make up 58% of the City of Lake Worth population). Therefore, the results of the survey are not representative of those populations. (See Chart 1.)

Chart 1



The majority of the respondents were over the age of 60 (66%), female (59%), and own their homes (77.7%). Only 37 people (9.3%) who responded to the survey own a business in Lake Worth. Approximately 60% of respondents have lived in Lake Worth 10 or more years and only 11 were not residents of the city. The respondents were fairly dispersed among the neighborhoods with a greater representation from only two: Parrot Cove and Lake Osborne Heights. The plurality (20.8%, 80) did not know their neighborhood (Chart 2).

Chart 2



The respondents for the 2014 survey were very similar, in terms of demographics, to the 2013 survey sample. Approximately 63% of the 2013 sample had lived in Lake Worth 10 or more years with 83.7% owning their homes.

The majority (81.7%, 326) reported having an email account and half of the respondents had a facebook account. The respondents were relatively interested in public affairs with 38% (146) attending a governmental public meeting in the past year.

Results

In the first series of questions, the participants were asked about the frequency of their use of Lake Worth attractions. The response options ranged from least to most frequently used (1-5 point scale, with 5=greatest frequency). The three most frequently used attractions in 2014 were the same as in 2013, with some shifting in ranking. In 2014 special events moved up from fifth to fourth. Local businesses moved from third place in 2013 to first place in 2014.

Of the 11 attractions listed, the most to the least frequently used were:

- Local businesses (mean=3.92) (1.5% never used)
- Restaurants (3.84) (2% never used)
- The beach (3.47) (4.5% never used)
- Parks (3.27) (6.8% never used)
- Special events (3.27) (9% never used)
- Nature areas (2.91) (16.8% never used)
- Arts and theatre events (2.79) (17.6% never used)
- Library (2.42) (30% never used)
- Sports programs (mean=1.27) (81.1% never used)
- Boat ramp (1.41) (77% never used)
- Golf club (1.47) (72.6% never used)

Those who had lived in Lake Worth fewer years were slightly more likely to be patrons of local businesses and the beach. Otherwise, length of time living in Lake Worth did not matter to the frequency of use of the programs/attractions.

The second set of questions (15 primary questions with three subsets) asked the respondents to rate the quality of a broad array of the services/programs/departments provided in Lake Worth. For the next set of analyses, the higher the mean, the more satisfied (with 1=poor, 2=somewhat poor, 3=average, 4=good and 5=excellent). Most of the services are within the direct control of the city administration while other services (fire and sheriff's office) are not. However, to gain a comprehensive view of the quality of services within the Lake Worth boundaries, all must be included.

Most satisfied (means are in descending order):

- Fire rescue (4.20)
- Special events (4.18)
- Sheriff's Office (overall) (3.93)
- Parks (3.90)
- Library (3.66)
- Water & Sewer (3.66)
- Golf course (3.58)
- Drinking water quality (3.55)
- Recreation programs (3.37)
- Public works (overall) (3.34)

Least satisfied (in ascending order):

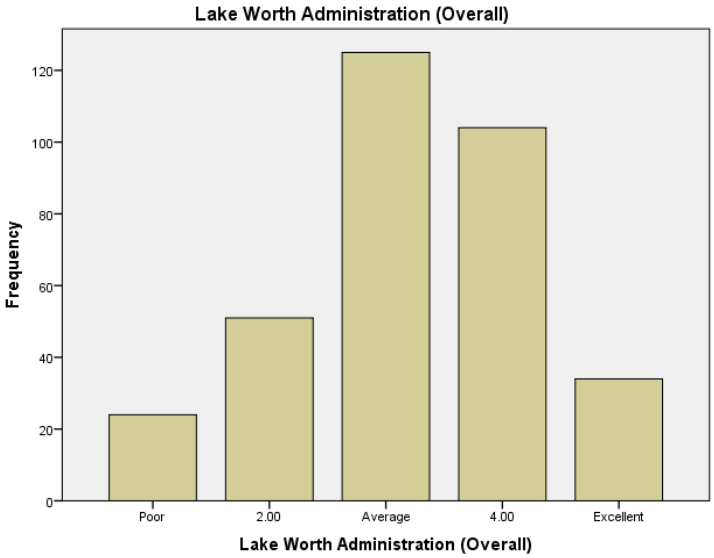
- Code compliance (2.37)
- Economic development/city revitalization (2.93)
- Camp programs for youth (3.04)
- Building permitting services (3.04)

The functions of three services/departments -- Sheriff's Office, Code Compliance and Public Works -- were further analyzed. Some of the lowest and highest ratings were services attached to Public Works. Respondents were most satisfied with recycling (4.09) and garbage/trash pickup (4.08). They were less satisfied with road repairs (1.96), sidewalks (2.34), litter clean up (2.87), drainage (2.94), and bike lanes (2.96).

The ratings for Code Compliance - building conditions (2.55) and property conditions (2.83) were both relatively low. The Palm Beach Sheriff's Office – District 14 received a slightly higher rating for responsiveness (3.70) than for crime prevention (3.35).

The last part of the satisfaction questions examined opinion about the general administration of the city and customer satisfaction. Overall, the respondents rated the quality of the city administration as average (3.21) (10% excellent, 30% good, 37% average, 15% somewhat poor and 7% poor). (Chart 3.)

Chart 3



Next, specific questions about customer service for the City of Lake Worth were analyzed. First, the use of these services was examined. Nineteen percent (75) of the respondents had not used the city website. Fourteen percent (55) had not used utility customer service for paying utility bills. A slight majority (52%, 200) had not used Planning, Zoning and Building. Twelve percent (48) indicated that they had not used the city newsletter.

Regarding satisfaction of those who had used those services: the highest satisfaction was with the city newsletter (mean=3.74, somewhat good). The city website (3.56), customer service – paying the utility bill (3.46) and customer service for Planning, Zoning and Building (3.04) were rated as average. Another way to view satisfaction with these services is by only calculating the percentage of the good and excellent. More rated the quality of the city newsletter (52.1%), the customer service – paying the utility bill (43.9%) and the city website (42.8%) as good or excellent. Only 15% rated the customer service of Planning, Zoning, and Building, as good or excellent. (See Charts 4-7.)

Chart 4

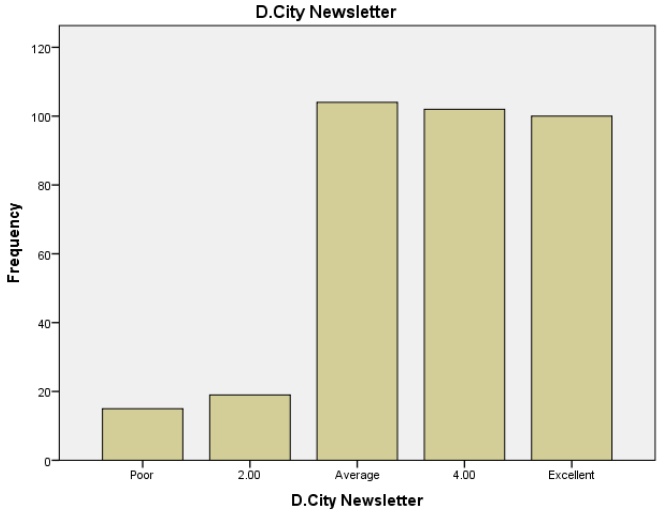


Chart 5

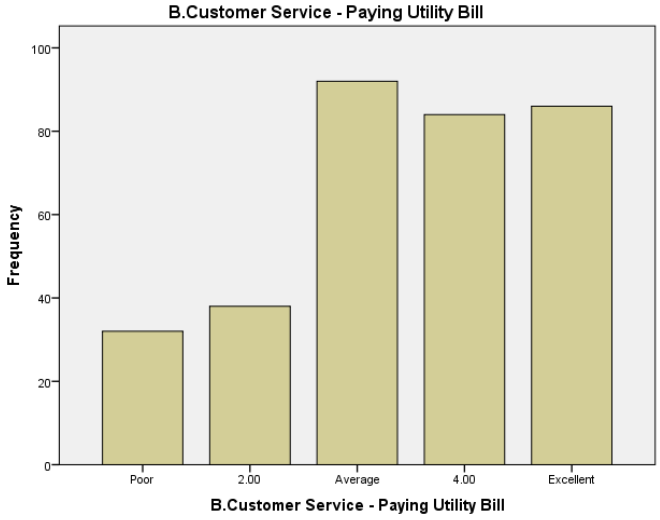
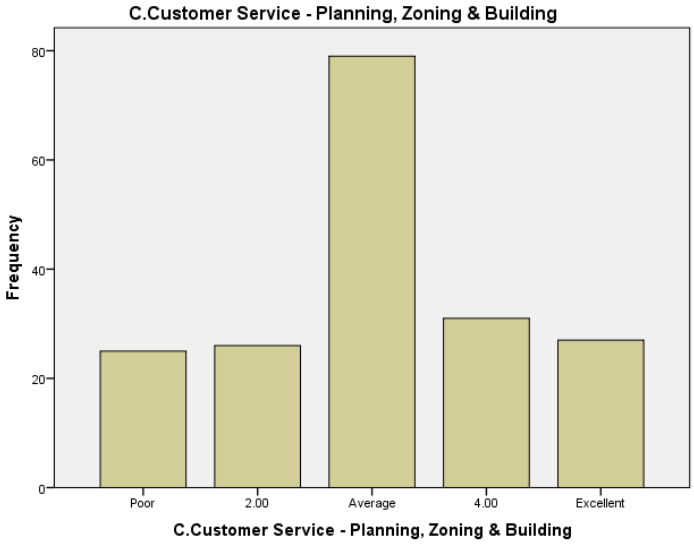


Chart 6

Chart 7



For 2013 and 2014, a comparison of results of the quality of the 14 services/departments was conducted (Table 1). Selecting the percentages of the "somewhat poor" and "poor" for each service allowed only a partial comparison because of data limitations. Infrastructure (roads), Code Compliance, Building Permitting Services and customer service for Planning, Zoning, and Building received a larger percentage of below average and poor in the 2014 survey. Camp programs received a much larger percentage of "poor," however only 24 of the respondents had used the programs. More used the recreation programs and 20 of the 99 individuals who responded to the survey judged these venues to be "below average" or" poor." For most others, the ratings held relatively steady from one year to the next.

Table 1: Percent Somewhat Poor (Below Average)/Poor 2013 and 2014 Surveys

Service/Department	2013	2014
Building Permitting Services	20.2%	33.1%
Camp Programs for Youth	2.5%	29.2%
Code Compliance Services	33.4%	53.5%
Customer Service: Pay Utility	23.3%	21.1%
Customer Service: Planning….	19%	27.1%
Drinking Water Quality	16.8%	16%
Garbage & Trash Pickup	8.1%	7.2%
Golf Course	2.7%	15.7%
Library	8.1%	14%
Parks	5.9%	4.8%
Sheriff's Office	9.8%	13.9%
Special Events/Festivals	5.6%	4%
Water/Sewer Service	13.7%	13.5%
Recreation Programs	5.6%	20.2%
Infrastructure (Roads)[9]	50.3%	70.6%

Although the percentage for below average/poor for customer service for the City of Lake Worth ("pay utility bill") only decreased slightly from 2013 to 2014, a larger percentage of the respondents had contact with the city utility company to pay their utility bills in 2014 (14.2%, not used) compared to 2013 (17.1%. not used). Further, the percentage of the rating of good and excellent for that service increased from 33.1% in 2013 to 43.9% in 2014.

Respondents of the 2014 survey were asked to prioritize the services that Lake Worth should focus on to improve the quality of life in the city (5 point scale with 1=least important and 5=most important). Not surprisingly, road repairs topped the list as most important. Road repairs (potholes) was also the number one priority of respondents in the 2013 survey.

- Road repairs – (mean) 4.17
- Economic development – 3.97
- Code compliance: property conditions – 3.96
- Code compliance: building conditions – 3.85
- Lake Worth utilities – 3.81
- Litter cleanup – 3.67
- Water and Sewer – 3.54
- Sidewalks – 3.49
- Drainage – 3.33
- Special events – 3.23
- Garbage and trash pickup – 3.16

Next, 2014 survey participants were asked their overall impression of the quality of life in Lake Worth. The questions were framed in a 1-5 point scale from "strongly disagree" to "strongly agree." The responses reflected the advertised idea that Lake Worth is an "open and accepting community of diversity" (mean=3.98, agree). The respondents were somewhat less

inclined to agree that Lake Worth was a safe place to work, shop and dine (3.43). The respondents neither strongly disagreed nor strongly agreed that Lake Worth has a strong sense of community (3.55). (See Tables 2-4 for the percentages.)

Table 2

city is open

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	19	4.8	5.0	5.0
	disagree	27	6.8	7.1	12.1
	neither	51	12.8	13.4	25.5
	agree	138	34.6	36.2	61.7
	strongly agree	146	36.6	38.3	100.0
	Total	381	95.5	100.0	
Missing	System	18	4.5		
Total		399	100.0		

Table 3

Lake Worth City Safe

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	23	5.8	5.9	5.9
	disagree	63	15.8	16.2	22.2
	neither	87	21.8	22.4	44.6
	agree	151	37.8	38.9	83.5
	strongly agree	64	16.0	16.5	100.0
	Total	388	97.2	100.0	
Missing	System	11	2.8		
Total		399	100.0		

Table 4

sense of community

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	30	7.5	7.8	7.8
	disagree	52	13.0	13.6	21.4
	neither	76	19.0	19.8	41.3
	agree	135	33.8	35.2	76.5
	strongly agree	90	22.6	23.5	100.0
	Total	383	96.0	100.0	
Missing	System	16	4.0		
Total		399	100.0		

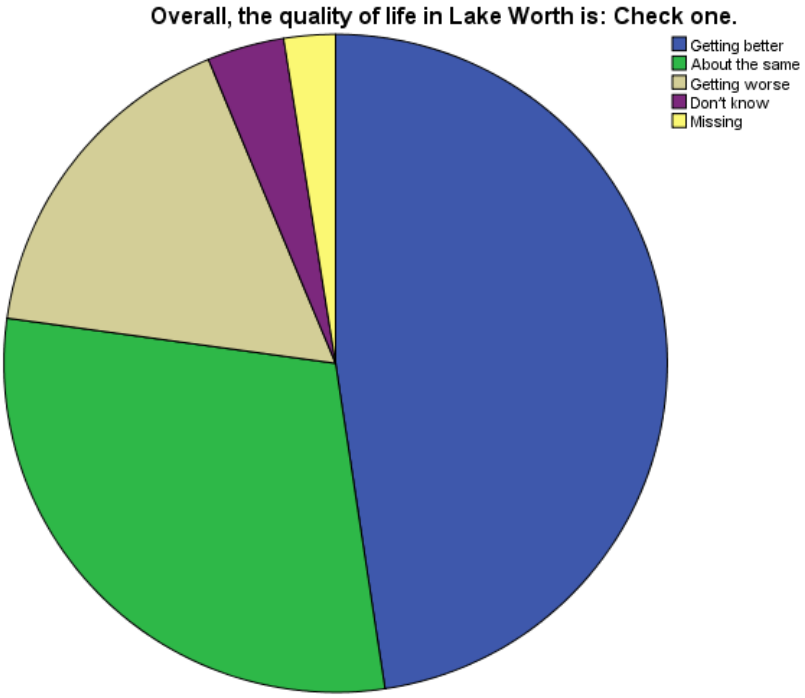
The plurality agreed that the quality of life is good in the city (42.9%, mean=3.61) (Table 5) and that the quality of life is improving (48.8%, 190). Thirty percent indicated that the quality of life is the same and 17% perceived that it was getting worse (Chart 8).

Table 5

city quality of life

		Frequency	Percent	Valid Percent	Cumulative Percent
Valid	strongly disagree	26	6.5	6.8	6.8
	Disagree	47	11.8	12.2	19.0
	Neither	65	16.3	16.9	35.8
	Agree	165	41.4	42.9	78.7
	strongly agree	82	20.6	21.3	100.0
	Total	385	96.5	100.0	
Missing	System	14	3.5		
Total		399	100.0		

Chart 8



Those who lived in Lake Worth the longest were slightly more prone to perceive that the quality of life was getting worse. Across the board, those who thought that life in Lake Worth was declining were moderately less happy with safety, openness and were more apt to believe that a strong sense of community was lacking. Interestingly (but maybe not surprising), those who more frequently used local businesses, the beach, special events, and local restaurants were more likely to perceive that the quality of life in Lake Worth was getting better.

Because of differences in the wording of the 2013 and 2014 surveys, comparisons between the quality of life questions from the first year of note to the next is open to interpretation. Approximately 68% did indicate in the 2013 survey that city had made progress during the 12 months prior.

As stated, African-Americans and Hispanics were very underrepresented by the sample responding to the survey. Therefore, any extrapolation of the statistics provided in this report should weigh that the majority of potential respondents did not express a voice.

Across the board, the minority respondents were no more happy or unhappy with the city administration. They were just as likely to have the opinion that the city is open and accepting of diversity and rate the quality of life in Lake Worth the same as non-minority respondents. There were modest differences, based on ethnicity, in the level of satisfaction with the quality of select services. Of the services analyzed, Hispanics rated five of the seven services, listed in Table 6, lower.

Table 6: Satisfaction with the Quality of Services by Ethnicity

Building Permitting Services: Hispanic: mean = 1.71 (poor) Black: 2.85 (somewhat poor/borderline average) White: 3.13 (average)
Code Compliance: Hispanic: 1.88 (poor) Black: 3.00 (average) White: 2.40 (somewhat poor)
Sheriff's Office Crime Prevention: Hispanic: 3.00 (average) Black: 3.57 (average/somewhat good) White: 3.38(average)
Lake Worth Utilities: Hispanic: 2.91 (borderline average) Black: 2.81 (somewhat poor) White: 3.33 (average)
Public Works: Hispanic: 3.00 (average) Black: 3.40 (average) White: 3.38 (average)
Road Repairs:

Hispanic: 2.22 (poor) Black: 2.20 (poor) White: 1.94 (poor)
Economic Development: Hispanic: 2.66 (somewhat poor) Black: 2.77(somewhat poor) White: 2.94 (borderline average)

Next, the quality of life was examined by neighborhood. Because some neighborhoods were represented by very few respondents, the analysis will only report the satisfaction with the quality of life of certain neighborhoods. The neighborhood respondents most pleased with the quality of life were: South Park Palm (90.5% agree that the quality of life is good), Parrot Cove (78.7%), Bryant Park (74.3%), Downtown Jewel (72.4%), Mango Grove (70%), and Eden Place (69.6%). Those more dissatisfied (with larger numbers) were: Tropical Ridge (37.5%) and Lake Osborne Heights (52.3%).

Last, respondents were asked if they had any suggestions to improve the City of Lake Worth (that could and should be addressed by the city administration). Nearly 300 respondents provided comments (many comments were in more than one category).

First, four comments were critiques of the survey. Errors in the names of neighborhoods were corrected for this report. The remainder of the comments were grouped within 10 categories, with only select individual recommendations included:

1. **Code Enforcement**: over 50 comments related to Code Enforcement. All negative.
2. **Infrastructure:** lighting, paved roads, potholes. Approximately 35 comments. All negative.
3. **Public safety:** 32 comments. No positive comments but many suggestions.
    a. Attitude of officers.
    b. Deputies being mean to the homeless.
    c. Need more patrols.
        i. Need more patrols for Bryant Park and Cultural Plaza.
    d. City needs to install cameras on the streets.
    e. Use neighborhood watch teams.
    f. Need more traffic control.
    g. Problems with drunkenness, prostitution, drugs and loitering.
    h. Concerns about the number of homeless.
4. **City administration:** Some positive, some negative, many suggestions (51 various comments).
    a. Need more transparency.
    b. Need more tolerance of other viewpoints.
    c. Signage, letters, etc, should be in English and Spanish.
    d. Need more ethnic diversity in those hired.
    e. Need a map of businesses, etc, of Lake Worth (posted on the website).
    f. Need better and more attractive signage for the entrances to Lake Worth.
    g. Need signs, for example signs about littering, posted.
    h. Encourage more help from residents to resolve the city's problems.

    i. Make better use of neighborhood associations.
    j. Need more positive media campaigns because of negative perception of Lake Worth.
        i. Showcase pool and increase Casino/pool hours.
    k. Improve the responsiveness and professionalism of the staff.
    l. Commission should stop micromanaging staff.
    m. Administration (Commission and Mayor) should visit all areas of the city.
    n. Have longer range plans.
    o. Ease restrictions on beach parking for residents (several comments about this).
    p. Animal control problems (cats, cats, cats!).
    q. Change permits for boat ramp
    r. More services for the homeless.
    s. More festivals but reroute traffic to areas with fewer potholes.
5. **Lake Worth Utilities**: 22 comments. All negative except one pat on the back for the ability to pay on line.
    a. Sell Lake Worth Utilities (several were in agreement).
    b. Need to answer the phones.
    c. Rates too high (several agreed).
    d. Power outages.
6. **Economic Development**:
    a. Need affordable housing.
    b. Need to encourage home ownership.
    c. Need a hotel.
    d. Bring back Gulfstream Hotel.
    e. More real estate development.
    f. Don't allow baseball stadium.
    g. Expand the feel of downtown west of Dixie.
    h. Improve Cultural Plaza area.
    i. Help people out west.
    j. Encourage businesses.
    k. Bus service from downtown to the beach.
    l. Upgrade downtown.
7. **Control litter** (8+comments)
8. **Fix building permits department (too many permits for minor repairs)**
9. **Bicycle lanes with covered bike parking**
10. **Improve city library**

Summary and Recommendations

Citizen satisfaction surveys measure perceptions and opinion, rather than facts. However, perception is powerful and propels behavior. Further, all of the anecdotal but repeated first-hand observations in the 2014 survey about substandard housing, trash and litter, potholes, poorly paved/unpaved roads, crime, the lack of responsiveness or professionalism of some public employees,[10] the absence of deputies or their behavior if present, and beach parking problems

cannot be discounted. Although several comments were colorful or sarcastic, the ownership and love of the city was obvious throughout the critiques and recommendations.

An overwhelming majority agreed (agreed plus strongly agreed) that Lake Worth is an open and accepting city (73.2%) and most (approximately 64%) agreed that the quality of life is good in Lake Worth. Less than 60% perceived that Lake Worth has a strong sense of community and only half considered Lake Worth safe.

Code compliance and economic development were rated the poorest of the services and departments analyzed. When asked what services should the city administration make a priority, roads, economic development and code compliance were at the top of the list (please note that public safety was not included in the list of services from which respondents could select). The Lake Worth administration was rated, overall, as average. Not surprisingly, dissatisfaction with the city administration was moderately related to dissatisfaction with quality of life, code compliance, crime prevention, Lake Worth utilities, and Public Works.[11]

Few comparisons between the results of the 2013 and 2014 surveys were offered because of differences in wording from the 2013 to the 2014 survey. Further, it is hard to measure substantial progress in one year. Having acknowledged that, the usage of services from one year to the next was very similar. The ratings of quality were also similar. Topping the list both years for lowest quality were Code Enforcement and Roads. Public Safety/Crime/Sheriff's Office was rated average for crime prevention and marginally good for responsiveness. However, public safety and the Sheriff's Office was the subject of many of the comments. As is obvious – public safety and code enforcement go hand in hand. Cleaning up one will positively ripple into the next.

Recommendations and Questions

- The results of the 2014 survey do not reflect the opinion of the majority ethnicities in Lake Worth. Rather, the results are representative of a smaller segment of the Lake Worth population who is over the age of 60, homeowners, and white. When the survey is repeated in the future, there must be a goal of assuring adequate representation of minority groups.
    - The next survey must be in English and Spanish (53% speak a language other than English at home[1]).
    - The author of this report agrees with one respondent comment that apartment dwellers need to be better represented in the next survey, as well.
- There is an issue with signage. Where are the signs, in English and Spanish, about littering and fines for littering, for example?[12]
- Something is obviously amiss with code enforcement. Not only was the quality of code enforcement scored low, but many of the comments pertained to lax code enforcement.
    - What investigation has the city administration conducted to determine the root causes?
- Considering the data results and comments, it is apparent that the problems within the City of Lake Worth have been festering for years. This leads to two queries that can only be answered by city administration. First, what systematic complaint systems are in

place to capture citizen concerns, other than an annual citizen satisfaction survey? If any are in place, what happens to those complaints? Who receives the feedback? What is the expectation on the part of the city administration that these complaints will be addressed and how? Second, based on my years conducting citizen, customer and employee satisfaction, the results of this 2014 survey point more to a problem in middle and upper management. All supervisors should have a system to audit the performance of their employees by both complaints and sampling methods to track the jobs being performed. What systems do managers have in place to assure that employees are performing as expected?

  - What standardized orientation and training is provided to city employees?
  - What is the Code of Ethics for public employees of the City of Lake Worth?
    - What orientation and ongoing training is provided on the Code?

- With 80 deputies, the philosophy, according to the Sheriff's Office website, is Community Policing; thus, the City of Lake Worth is divided into five sectors so that "deputies and supervisors who are assigned to the sectors have ownership of the community issues that may arise in their assigned sectors."[13] Many of the comments were critical of crime prevention and the Sheriff's Office. The concern about crime is legitimate per the FBI statistics. Although the Sheriff's Office is not within the direct control of the city administration, the city has enormous power through its contractual arrangement with Palm Beach County to improve public safety.[14] What steps need to be taken to assure better crime prevention in the City of Lake Worth?
- The author of this report recommends that the city administration develop and implement strategies to ease resident access to the city's attractions. For example, encourage resident use of the beach via greater parking access. Why? The beach and other attractions are, in part, how residents are judging the quality of life in Lake Worth. Greater use equals more satisfaction.
- To assure better transparency and access to information, the city administration should consider expanding the scope of the city website.
- Finally, the author of this report[15] recommends that the city convene a focus group, representative of the neighborhoods and diverse groups in the city, to discuss the findings of this survey and offer recommendations to the city administration.

Sources and Notes

[1]Census Quickfacts, 2010
[2]Discover Palm Beaches, n.d.
[3]FBI and population statistics analyzed by NeighborhoodScout.com, 2014
[4]Calhoun, 2013
[5]For anecdotal information, see: Better Business Bureau, 2014; City-Data, 2010; Howard, 2012; Rab, 2010; Yelp, 2011
[6]Based upon blogs of local interest and personal observation
[7]Palm Beach Post Opinion Staff, 2014
[8]Over 30 surveys from other cities were examined and demographic and satisfaction questions and question formats borrowed from those surveys. There was an attempt to match the wording of some questions from the 2013 to 2014 surveys.
[9]The wording in the 2013 survey was: "There are 103 miles of city owned & maintained streets. How would you rate the streets and sidewalks throughout Lake Worth?" Survey 2014: "Rate the quality of service you have received from various City departments in the past 12 months. Road Repairs (potholes)."
[10]Recent personal experiences: a city office not opening on time; a "Lake Worth Public Utilities" driver stopped his vehicle in the street, blocking traffic, got out of the vehicle to talk to someone; and at a crosswalk a driver in a "Lake Worth Public Utilities" yelled "go, go, go, go" to a pedestrian crossing the street. These may be isolated incidents but reinforce the comments of some of the survey participants about the lack of professionalism of some Lake Worth public employees.
[11]The correlation table indicated that: those who have lived the longest in Lake Worth were slightly more dissatisfied with road repairs, very marginally more satisfied with crime prevention and no more pleased or displeased with the city administration. As stated, respondents less satisfied with the city administration were more likely to be displeased with the quality of life and all other city services.
[12]See the 2009 NCHRP Report on reducing litter on roadways and the importance of signage. http://onlinepubs.trb.org/onlinepubs/nchrp/nchrp_syn_394.pdf
[13]District 14 – Lake Worth, Southern Regional Bureau, Palm Beach County Sheriff's Office
[14]Per the City of Lake Worth Fiscal Year 2012-2013 Adopted Annual Operating Budget
[15]The author of this report conducted the analysis and developed the report as a volunteer keenly interested in public service, with no political ties to the city administration. The author is a professor of public administration/public management at the graduate level and she has conducted comparable studies. *Professor, Southern University, Baton Rouge, LA; Parsons Consulting Company, LLC

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** City Clerk

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EXECUTIVE BRIEF

TITLE:
Bryant Park Neighborhood Association Update

SUMMARY:
Mr. Maurici Luz, Bryant 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 Bryant Park Neighborhood Association was on June 18, 2013.

MOTION:
Not applicable

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable

MINUTES
CITY OF LAKE WORTH
REGULAR MEETING OF THE CITY COMMISSION
JUNE 17, 2014 – 6:00 PM

The meeting was called to order by Mayor Triolo on the above date at 6:03 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 and Andy Amoroso. John Szerdi was absent. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia, and City Clerk Pamela Lopez.

2. INVOCATION:

The invocation was offered by Father Quesnel Delvard of Sacred Heart Catholic Church.

3. PLEDGE OF ALLEGIANCE:

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

4. AGENDA - Additions/Deletions/Reordering:

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

- Reorder Consent Agenda, Item B to New Business as Item E; and
- Approve the agenda as amended.

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

5. PRESENTATIONS:

A. Update provided by Senator Jeff Clemens

Senator Clemens said the Commission had already heard updates from two State Representatives so he would keep his update brief, and would answer any of the elected official's questions. He said he represented 15 municipalities, served as legislator for four years, and the State's adopted budget would be good for Palm Beach County. He cited grant monies that would be coming to the County and said Bills creating two new types of corporations were passed. The Bill to regulate sober homes failed, but would be brought back next year. He said a $77.1 billion budget was passed which was the largest in Florida's history.

Vice Mayor Maxwell left the meeting at 6:26 PM and returned at 6:26 PM.

6. COMMISSION LIAISON REPORTS AND COMMENTS:

Commissioner Amoroso: announced his attendance at the Eden Place Neighborhood Association meeting; said he met with Representative Lori Berman and Senator Jeff Clemens, and would meet with Senator Abruzzo next week; announced that volunteers were needed for the July 4th events, LULA received a grant for outside movies, and they scheduled free movies at the Cultural Plaza during the summer months; said two Artist Lofts would be having their grand opening event; announced a Summer Days event sponsored by the Propaganda Bar on South J Street; and said all events were listed on the City's website.

Commissioner McVoy: said the Flea Market under the I-95 overpass generated funds for the Lake Worth High School. The City was getting strict with its permitting, the Flea Market had been working, asked for the Flea Market to be allowed to "keep going" under the I-95 overpass, and asked the Commission to give direction so the funds could continue to go to the Lake Worth High School.

Vice Mayor Maxwell: commented that presentations on Code Compliance, either at Town Hall meetings or neighborhood associations, needed to be offered during the summer.

Request/comment summary:

1. City Manager Bornstein said he would provide dates for the Commission at the next meeting.

2. Commissioner Amoroso requested the Code Compliance Manager provide an update to the Commission on which recently approved ordinances were working and which were not.

Mayor Triolo: said she spoke to Governor Scott several times over the past months regarding the City's infrastructure needs; was working with neighboring cities to push for bicycle lanes and sidewalks along the Dixie Highway corridor; the Flag Day event by the Scottish Rite Masonic Center was beautiful; and said she and Palm Beach Sheriff Office Captain Silva received recognition on June 7, 2014, for bringing awareness of cholera.

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

Commissioner Amoroso left the meeting at 6:39 PM.

The following individual spoke on various issues; however, she did not write anything on her comment card: Mary Lindsey.

Commissioner Amoroso returned to the meeting at 6:41 PM.

The following individuals spoke on various issues; however, they did not write anything on their comment cards: Peter Timm and Martin Welfeld.

8. APPROVAL OF MINUTES:

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

A. City Commission Meeting – June 3, 2014

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

9. CONSENT AGENDA:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve the Consent Agenda, as amended.

A. Resolution No. 31-2014 – authorize the execution of the Fiscal Year 2015-2017 Palm Beach County Urban County Program Interlocal Cooperation Agreement

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

RESOLUTION NO. 31-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT TO PARTICIPATE IN THE PALM BEACH COUNTY URBAN COUNTY PARTNERSHIP PROGRAM FOR FISCAL YEARS 2015, 2016 AND 2017; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

B. (Reordered to New Business as Item E) Resolution No. 32-2014 – third amendment to the Fiscal Year 2014 budget

C. Amendment #5 to an agreement with Hy-Byrd Inspection Services for plans review and inspection services during Fiscal Year 2014

D. Variance Agreement with Luis and Magling Gonzalez to allow brick pavers on a driveway and City right-of-way at 1837 Terrace Drive East

E. Annual contracts to four companies for paving, concrete, and striping services

F. Purchase Agreement with Trekker Tractor, LLC to replace a backhoe for use by the Water Systems Department

G. Contractor Agreement with Shannon Chemical Corp. for purchase of SNC-N2 Phosphate for the Water Treatment Plant

Vote: Voice vote showed: AYES: Mayor Triolo, Vice Mayor Maxwell, and Commissioners McVoy and Amoroso. 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. Ordinance No. 2014-19 – First Reading – update the Police Retirement System to comply with the Internal Revenue Service Code and favorable ruling on the Police Retirement System and schedule the public hearing date for July 1, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE No. 2014-19 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES, TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR AN EFFECTIVE DATE.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to approve Ordinance No. 2014-19 on first reading and schedule the public hearing date for July 1, 2014.

City Manager Bornstein explained that the ordinance amended the Police Retirement System to comply with the Internal Revenue Service Code and State Statutes.

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

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

B. Ordinance No. 2014-20 – First Reading – update the General Employees Retirement System to comply with the Internal Revenue Service Code and favorable ruling on the Employees Retirement System and schedule the public hearing date for July 1, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE No. 2014-20 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES, AMENDING SECTION 16-29, PENSION BENEFITS; AMENDING SECTION 16-32, DEATH BENEFITS; AMENDING SECTION 16-42, INTERNAL REVENUE CODE COMPLIANCE; AND AMENDING SECTION 16-43, DEFERRED RETIREMENT OPTION PLAN; TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR AN EFFECTIVE DATE.

Action: Motion made by Commissioner McVoy and seconded by Commissioner Amoroso to approve Ordinance No. 2014-20 on first reading and schedule the public hearing date for July 1, 2014.

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

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

C. Ordinance No. 2014-21 – First Reading – provide for the annual payment from Division II to Division I of the Police Pension System and schedule the public hearing date for July 1, 2014

City Attorney Torcivia read the following ordinance by title only:

ORDINANCE NO. 2014-21 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES; REGARDING PENSIONS AND RETIREMENT, DIVISIONS 1 AND 2 OF THE POLICE RELIEF AND PENSION FUND; PROVIDING FOR RECOGNIZING THE TRANSFER OF CHAPTER 185 PREMIUM TAX REVENUE FROM DIVISION 2 TO DIVISION 1; PROVIDING FOR A SEVERABILITY CLAUSE; FOR THE REPEAL OF CONFLICTING ORDINANCES; A CODIFICATION CLAUSE; AND EFFECTIVE DATE.

Mayor Triolo explained that the ordinance provided for the annual transfer of funds to be a recurring event without further action by the City

Commission and addressed the time when all Division II employees retired.

Action: Motion made by Commissioner Amoroso and seconded by Commissioner McVoy to approve Ordinance No. 2014-21 on first reading and schedule the public hearing date for July 1, 2014.

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

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

Vice Mayor Maxwell left the meeting at 6:52 PM and returned at 6:57 PM.

D. Report from Internal Auditor

Kenneth Oakes, Internal Auditor, explained that significant challenges before the City were: employee safety at City Hall and City Hall Annex, asset security at the warehouse and City Hall Annex, policy and procedure creation and updating in key areas, hiring and promotion practices, Beach Casino issues, and Code Enforcement issues. He said follow-up reports were issued to the Commission and his top outstanding concerns were in the Customer Service Division and cash handling, the common area maintenance and Casino Ballroom operations, purchase card process audit, and fleet maintenance. New reports issued to departments included cell phone review, Human Resources Department audit, memorandum on bartering policy, employee promotions, cash received by the Leisure Services Department, Casino security, and employee investigation.

He said the Internal Audit Plan for Fiscal Year 2015 included accounts payable, procurement, payroll, utilities, and Building Department. Ongoing projects he was working on were: process ownership, span of authority, and special audits resulting from reported audit findings.

Lengthy discussion between the City Commission and Mr. Oakes ensured regarding him rating the City as “very well”, staff being responsive to his reports, how a governmental entity could barter with a private company, still working on getting P-Card receipts, not continuing the practice of bartering, and being transparent and putting the Internal Auditor reports on the website.

Mayor Triolo announced it was time for public comment.

Peter Timm said the City spent more money than it brought in and hoped the Internal Auditor would continue to watch residents’ money. He asked staff to be more frugal.

Peggy Fisher said she worked for the State of Florida and State employees had cell phones on a limited basis. She said the number of cell phones issued to employees needed to be addressed. The State's website showed every State employees' salary and asked that the City's website also include its employees' salary. She commented that she had a State P-Card, had five days to turn in her receipts, and asked the Commission to put "teeth" into the Internal Auditor's reports.

E. (Formerly Consent Agenda, Item B) Resolution No. 32-2014 – third amendment to the Fiscal Year 2014 budget

City Attorney Torcivia read the following resolution by title only:

RESOLUTION NO. 32-2014, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT AND CORRESPONDING APPROPRIATIONS FOR THE CITY'S NECESSARY OPERATING EXPENSES, THE USES AND EXPENSES OF THE VARIOUS DEPARTMENTS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Amoroso left the meeting at 7:25 PM.

Commissioner McVoy said the principle item in the budget amendment was to provide money for educational items on the bond referendum ballot. He said he asked for this item to be reordered to New Business because the public had a right to know where their money was being reallocated. If the City was placing something on the ballot, it could not promote for or against it. He said $50,000 was a lot of money, and if the City was not promoting for or against the bond, then he asked what safeguards were in place to make sure the educational material was neutral.

Commissioner Amoroso returned to the meeting at 7:28 PM.

Request/comment summary:

1. City Manager Bornstein commented that State Law prohibited use of public funds to advocate for or against the bond issue. It was staff's intent to provide information because a lot of questions were heard from the community. The material to be developed would be closely scrutinized by the City Attorney.

2. City Attorney Torcivia advised that the elected officials had a right to inform the community. This was a public process to inform people on what was on the ballot. The City could encourage people to vote without advocating for or against the issue. He said the City was obligated to put out facts. As individual citizens, the Commission had First

Amendment rights to have verbal conversations about how they felt; however, they could not advocate their opinions in a public building. Employees could have factual information in their departments.

3. Commissioner McVoy requested the total payout amount to the tax payers be included in the factual material. He said he hoped there would be a procedure in place to only include provable facts and not staff's beliefs, such as proposed property value growth rate or that the improvements would increase property values, on the material. He recommended a single document that stated the City was committed to doing the projects, with specificity.

   City Attorney Torcivia responded that if the bond referendum was approved by the voters, the citizens would enter into a bond covenant. It was a contract which stated the bonds were purchased for specific projects.

4. Commissioner McVoy asked if the bond covenant summary language could be added to the City's website, including maps.

   City Attorney Torcivia responded that he would ask Bond Counsel to prepare a bond covenant summary. He cited several of his clients who were currently placing bonds on future ballots.

5. Commissioner Amoroso commented that he was not comfortable with including payout numbers because the interest rate was unknown at this time, but was comfortable with language that the bond was $63.5 million plus interest.

6. City Attorney Torcivia commented that the resolution calling for a bond referendum election was very specific and listed the projects.

7. Commissioner McVoy suggested providing the interest rate ranges on the material.

8. Mayor Triolo commented that she supported giving the facts and providing a chart of property values, but did not want the City to use the coffee purchase analogies. She requested the information be more specific.

9. Mayor Triolo commented that the majority of the $50,000 would be spent on printing and postage expenses.

<u>Action</u>: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve Resolution No. 32-2014.

Mayor Triolo announced that it was time for public comment.

Peter Timm said he attended all four town hall district meetings and said he met four good salesmen (referring to the elected officials), but the City did not tell the public how much money they would have to pay. Comments about the upscale in property values were not specific and did not include what the property owners would pay. He said he wanted the public to be told that the total payout would be $130,000,000. He commented that the City was fudging the financial figures, and did not support spending $50,000.

Lynn Anderson said the City could not advocate from the dais, but that by simply voting in support of the bond referendum resolution, the elected officials were advocating the issue. The City could spend money on advertisement, held district town hall meetings, and spoke during neighborhood association meetings. Now the City was requesting a budget amendment to spend $50,000 to persuade voters to tax themselves for 30 years. She said no one could remember a time when the City spent $50,000 to promote a bond. She asked what would happen if there was another recession. The City currently had unfunded liabilities and a great deal of debt. The voters needed to know about the cons as well as the pros.

Katie McGiveron commented that the City wanted to spend $50,000 of her money to tell her that they did not have money, but wanted her money. She said that, if she had not read the backup material on this item, she would not have known that this issue was to spend money to tell people that the City had no money. She asked the City about “Plan B” if the bond referendum failed.

Peggy Fisher said the Commission was not advocating anything. Their vote on the bond referendum resolution was to place the issue on the ballot. Had the issue not been placed on the ballot to allow the voters an opportunity to decide, then the Commission would be advocating. She thanked the Commission for doing their jobs. She said the City had no “Plan A” let alone a “Plan B”. Had there been a “Plan A”, the roads would have been improved.

Vice Mayor Maxwell said the crux of the issue was to spend money to release facts about the bond issue. At every meeting on the subject, the amount of $63 million was mentioned. “Plan B” would be to continue to do what the City had been doing. The issuance of the bond was “Plan A”. He clarified that the General Fund had no debt and for the public to make a statement that it was in debt was wrong. In 2002, the City used funds to advocate for a General Obligation Bond for the Beach Casino building. Since then, State Laws changed and now cities were prohibited from using public funds to advocate for or against an issue. If the City included cons on the material, then it would not be putting out factual information.

Commissioner McVoy said it would be appropriate to include how the City's debt plus millage rate compared with other communities in Palm Beach County. He said it would be difficult for the City to spend $50,000 and not put out slanted information. He commented that he could not support this item because it did not address global climate change.

Mayor Triolo commented that most of the $50,000 would be spent on postage and mailing. She asked that concerns be brought to the City Manager. She said there were a lot of perceptions from the residents about what the Commission was trying to do. This item was only to provide factual information. She said she too did not want to have to pay for the debt, but it was the responsible thing to do.

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

13. LAKE WORTH ELECTRIC UTILITY:

A. CONSENT AGENDA:

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

B. PUBLIC HEARING:

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

C. NEW BUSINESS:

1) Purchase seven 150kVA padmount transformers from Wesco Distribution

Clayton Lindstrom, Electric Utilities Director, explained that the purchase of seven transformers were needed to meet requirements for service to the Villages of Lake Worth residential complex located at the intersection of Lake Worth Road and 2nd Avenue North. The total cost of electric construction, required to serve the complex, would be borne by the developer.

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner Amoroso to approve the purchase of seven 150kVA padmount transformers for use at the Villages of Lake Worth housing project from Wesco Distribution in an amount not to exceed $69,195.

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

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

14. CITY ATTORNEY'S REPORT:

City Attorney Torcivia did not provide a report.

15. CITY MANAGER'S REPORT

A. July 1, 2014 – draft Commission agenda

City Manager Bornstein did not provide a report.

16. ADJOURNMENT:

Action: Motion made by Vice Mayor Maxwell and seconded by Commissioner McVoy to adjourn the meeting at 8:13 PM.

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

_____
PAM TRIOLO, MAYOR

ATTEST:

_____
PAMELA J. LOPEZ, CITY CLERK

Minutes Approved: July 1, 2014

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

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Resolution No. 33-2014 - declaration of intent to abandon a portion of a 10 foot utility easement and schedule the public hearing date for August 19, 2014

SUMMARY:
The Resolution is the required first stop to abandon a portion of a 10-foot wide north/south utility easement on the southeast corner of Boutwell Road and Seventh Avenue North.

BACKGROUND AND JUSTIFICATION:
The applicant, West Coast Waters, LLC through Dominick Pagano, Managing Member, is petitioning to abandon the utility easement. The applicant has applied to the City of Lake Worth Planning and Zoning Board for site plan approval of a +/- 4,963 square foot warehouse facility at 3520 Boutwell Road, 3540 Boutwell Road and 3511 7th Avenue North in the I-POC – Industrial Park of Commerce zoning district.

The request for abandonment is being made because the warehouse facility is to be constructed over the utility easement. Abandonment of the easement is required as it is a condition of approval of the site plan approval for construction of the warehouse building. Currently, the easement is not used by any of the utility functions of the City, and its abandonment has been reviewed by all appropriate Departments. The site plan and conditional land use of the project have been reviewed by the City's Site Plan Review Committee on April 14, 2014 and the Planning & Zoning Board on May 21, 2014. The Planning and Zoning Board voted 5-0 to approve the project. If approved, the final utility easement abandonment and public hearing will be scheduled on August 19, 2014.

Code Section 19.1.4 Streets and Sidewalks – Procedure for Abandonment, outlines the process by which public rights-of-way can be abandoned. A Resolution declaring the intention of the City Commission to consider the abandonment must be adopted prior to the actual public hearing for abandonment. This Resolution shall serve as the City's Declaration of Intent. The public hearing will be scheduled for August 19, 2014.

MOTION:
I move to approve/disapprove Resolution No. 33-2014 and schedule the public hearing date for August 19, 2014.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Resolution
Sketch and Legal description of utility easement to be abandoned.

RESOLUTION NO. 33-2014 OF THE CITY OF LAKE WORTH, FLORIDA, DECLARING THE INTENTION OF THE CITY COMMISSION TO CONSIDER THE ABANDONMENT OF A PORTION OF A 10 FOOT UTILITY EASEMENT LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13 PAGE 36 OF PALM BEACH COUNTY PUBLIC RECORDS; SETTING A PUBLIC HEARING TO HEAR AND CONSIDER OBJECTIONS TO AND PROTESTS AGAINST THE PROPOSED ABANDONMENT; PROVIDING AN EFFECTIVE DATE.

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

Section 1. The City Commission of the City of Lake Worth, Florida, hereby declares its intention to consider the abandonment of the following described utility easement:

A PORTION OF A 10 FOOT UTILITY EASEMENT TO BE ABANDONED LYING NORTH AND SOUTH. OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY. FLORIDA, PUBLIC RECORDS; SAID PORTION OF AN EASEMENT TO BE ABANDONED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WEST 5 FEET OF LOT 26 AND LOTS 31 THROUGH 36, SAID PLAT OF DONORA PARK AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; AND THE EAST 5 FEET OF LOT 25 AND LOTS 14 THROUGH 20, SAID PLAT OF DONORA PARK, LYING EAST OF THE EAST RIGHT-OF~WAY LINE OF BOUTWELL ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 977, PAGES 293 THROUGH 296, AND OFFICIAL RECORDS BOOK 1891, PAGES 102 THROUGH 104, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS.

SAID PORTION OF EASEMENT TO BE ABANDONED CONTAINING 2648 SQUARE FEET MORE OR LESS.

Section 2. A public hearing is to be held at 6:00 p.m., on August 19, 2014, or as soon thereafter as the matter can be heard, at City Hall, 7 North Dixie Highway, Lake Worth, Florida, to hear and consider objections to and protests against the proposed abandonment.

Section 3. 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 Christopher McVoy
Commissioner Andy Amoroso
Commissioner John Szerdi

The Mayor thereupon declared this Resolution duly passed and adopted this 1st day of July, 2014.

LAKE WORTH CITY COMMISSION

By:_____
PAM TRIOLO, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

Exhibit "A"

LEGAL DESCRIPTION

A PORTION OF A 10 FOOT UTILITY EASEMENT TO BE ABANDONED LYING NORTH AND SOUTH, OVER, UNDER AND ACROSS BLOCK 2, DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; SAID PORTION OF AN EASEMENT TO BE ABANDONED MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE WEST 5 FEET OF LOT 26 AND LOTS 31 THROUGH 36, SAID PLAT OF DONORA PARK AS RECORDED IN PLAT BOOK 13, PAGE 36, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS; AND THE EAST 5 FEET OF LOT 25 AND LOTS 14 THROUGH 20, SAID PLAT OF DONORA PARK, LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF BOUTWELL ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 977, PAGES 293 THROUGH 296, AND OFFICIAL RECORDS BOOK 1891, PAGES 102 THROUGH 104, PALM BEACH COUNTY, FLORIDA, PUBLIC RECORDS.

SAID PORTION OF EASEMENT TO BE ABANDONED CONTAINING 2648 SQUARE FEET MORE OR LESS.

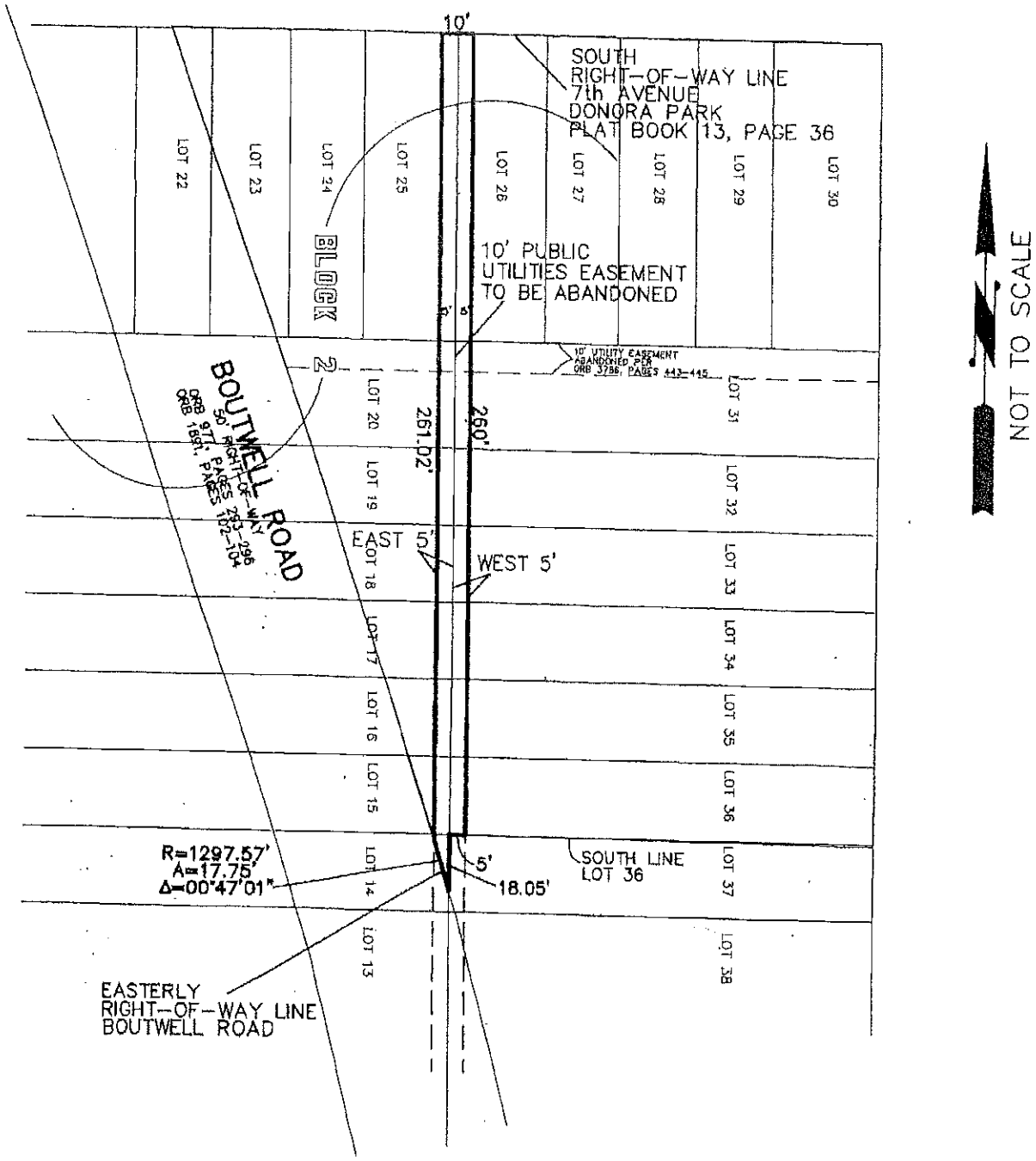
THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

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



NOT TO SCALE

THIS IS NOT A SURVEY

MARCH 31, 2014

DRAWING #14-010AE

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

Exhibit "B"

4020

CFN 20110329535
OR BK 24724 PG 0577
RECORDED 09/02/2011 08:49:16
Palm Beach County, Florida
AMT 58,800.00
Doc Stamp 411.60
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0577 - 578; (2pgs)

This is not a certified copy

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 502010CA023353MBXXXX (AV)

ANCHOR COMMERCIAL BANK,
A Florida banking corporation,

Plaintiff,

vs.

FERNANDO MARTINEZ a/k/a
FERNANDO LUIS MARTINEZ;
THE UNKNOWN SPOUSE OF
FERNANDO MARTINEZ;
AMERICAN EXPRESS BANK, FSB,

Defendants.

FILED
2011 SEP -1 PM 2:54
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
CIRCUIT CIVIL 1

CERTIFICATE OF TITLE

The undersigned, **SHARON BOCK**, Clerk of the Court, certifies that she executed and filed a Certificate of Sale in this action on the AUG 17 2011, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Palm Beach County, Florida:

Parcel 1
LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 AND 36, IN BLOCK 2, LESS THE RIGHT-OF-WAY FOR BOUTWELL ROAD, AS SHOWN ON DONORA PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 36, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

This is not a certified copy

Parcel 2

BEING A PART OF BLOCK 2, DONORA PARK, AS RECORDED IN PLAT BOOK 13, PAGE 36, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 25, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 25 AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 278.22 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOUTWELL ROAD; THENCE,

NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 02 DEGREES 45 MINUTES 43 SECONDS, A RADIUS OF 1297.57 FEET, A DISTANCE OF 62.55 FEET; THENCE,

CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTH 18 DEGREES 44 MINUTES 12 SECONDS WEST, A DISTANCE OF 232.04 FEET TO A POINT IN THE NORTH LINE OF LOT 22, BLOCK 2, SAID DONORA PARK; THENCE,

SOUTH 89 DEGREES 15 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 93.19 FEET TO THE POINT OF BEGINNING.

was sold to: ANCHOR COMMERCIAL BANK, A FLORIDA BANKING CORPORATION, WHOSE ADDRESS IS 10025 RCA CENTER DRIVE, SUITE 101, PALM BEACH GARDENS, FL 33410

WITNESS my hand and seal of the Court on September 1st, 2011.

(Court Seal)

SHARON BOCK
Clerk of the Circuit Court

By: _____
Deputy Clerk
JOSE A. MANRIQUE

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 35-2014 – submit funding proposal for trolley service to the Palm Beach Metropolitan Planning Organization

SUMMARY:

The Resolution authorizes the submission of a proposal for funding under the 2014 Application Cycle of the Categorical Funding Program for Fiscal Years 2016-2020 to provide trolley service within the City and nearby destinations.

BACKGROUND AND JUSTIFICATION:
Every year, the Palm Beach Metropolitan Planning Organization ("MPO") is tasked with identifying transportation projects most important to communities in Palm Beach County in order to allocate available state and federal funds toward implementation of selected projects. Accordingly, MPO is soliciting applications for smaller eligible public transportation projects in Palm Beach County - i.e., those costing less than five million dollars ($5,000,000) – for funding under the 2014 Application Cycle of the Categorical Funding Program.

Funding under the Categorical Funding Program must be utilized for any of the following eligible project categories:

- Transportation System Management Improvements
- Transit Improvements
- Non-Motorized Improvements
- Freight Improvements

The City intends to submit an application requesting up to $1,650,000 in the 2014 Application Cycle of the Categorical Funding Program for funding that will become available during Fiscal Years 2016 - 2020 for implementation of a new trolley service over a three-year period in an area bounded by the Lake Worth Beach to the east, 10th Avenue North to the north, Palm Beach State College to the west and 6th Avenue South to the south. This proposed project is eligible under the "Transit Improvements" category. The deadline to submit a proposal is July 11, 2014, and the actual amount of funding to be requested has not yet been determined. No cash or in/kind services match is required of the City for this funding.

MOTION:
I move to approve/not approve Resolution No. 35-2014.

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

RESOLUTION NO. 35-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDING UNDER THE 2014 APPLICATION CYCLE OF THE CATEGORICAL FUNDING PROGRAM FOR FISCAL YEARS 2016 - 2020 FOR IMPLEMENTATION OF NEW TROLLEY SERVICE; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Palm Beach Metropolitan Planning Organization ("MPO") every year is tasked with identifying transportation projects that are of significant importance to communities within Palm Beach County in order to allocate state and federal funds that will be available to implement selected public transportation projects costing less than $5 million; and

WHEREAS, the MPO has announced the 2014 Application Cycle for the Categorical Funding Program for funding that will become available for eligible projects in Palm Beach County during Fiscal Years 2016 - 2020; and

WHEREAS, project categories for this funding include "Transportation System Management", "Transit", "Non-Motorized" and "Freight" improvements; and

WHEREAS, the implementation of new trolley service is an eligible "Transit Improvements" project; and

WHEREAS, the City of Lake Worth is eligible to submit an application under the 2014 Application Cycle of the Categorical Funding Program for funding that will be available during Fiscal Years 2016 - 2020; and

WHEREAS, the City desires to submit an application to the MPO for funding under the 2014 Application Cycle of the Categorical Funding Program for Fiscal Years 2016 – 2020 to implement new trolley service in an area bounded by Lake Worth Beach to the east, 10th Avenue North to the north, Palm Beach State College to the west and 6th Avenue South to the south.

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

<u>SECTION 1</u>: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to the Palm Beach Metropolitan Planning Organization for funding under the 2014 Cycle of the Categorical Funding Program for Fiscal Years 2016 - 2020 for the implementation of new trolley service in an area bounded by Lake Worth Beach to the east, 10th Avenue North to the north, Palm Beach State College to the west and 6th Avenue South to the south.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute all related documents necessary for submission of the City's application.

SECTION 3: Upon execution of the Resolution, one copy shall be provided 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 John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 1st day of July, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 36-2014 - submit funding proposal for a comprehensive bicycle network to the Palm Beach Metropolitan Planning Organization

SUMMARY:

The Resolution authorizes the submission of a proposal for funding under the 2014 Application Cycle of the Categorical Funding Program for Fiscal Years 2016-2020.

BACKGROUND AND JUSTIFICATION:
Every year, the Palm Beach Metropolitan Planning Organization ("MPO") is tasked with identifying transportation projects most important to communities in Palm Beach County in order to allocate available state and federal funds toward implementation of selected projects. Accordingly, MPO is soliciting applications for smaller eligible public transportation projects in Palm Beach County - i.e., those costing less than five million dollars ($5,000,000) – for funding under the 2014 Application Cycle of the Categorical Funding Program.

Funding under the Categorical Funding Program must be utilized for any of the following eligible project categories:

- Transportation System Management Improvements
- Transit Improvements
- Non-Motorized Improvements
- Freight Improvements

The City intends to submit an application under the 2014 Application Cycle of the Categorical Funding Program for funding that will become available during Fiscal Years 2016 - 2020 for construction of a comprehensive bicycle network in the City that includes bicycle facilities, amenities and programs. The network will serve to provide continuous north-south and east-west travel routes for commuting bicyclists, maximize opportunities for recreational bicycling through selective treatment of lower treatment of lower traffic corridors and scenic routes, and connect residential neighborhoods to major community destinations such as schools, parks, commercial areas, recreational facilities and employment centers. This funding will be used to implement a workable plan that has been prepared by the Lake Worth Community Redevelopment Agency This proposed project is eligible under the "Non-Motorized Improvements" category. The deadline to submit the proposal is July 11, 2014, and the actual amount of funding to be requested has not yet been determined. No cash or in/kind services match is required of the City for this funding.

MOTION:
I move to approve/ not approve Resolution No. 36-2014.

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

RESOLUTION NO. 36-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDING UNDER THE 2014 APPLICATION CYCLE OF THE CATEGORICAL FUNDING PROGRAM FOR FISCAL YEARS 2016 - 2020 FOR CONSTRUCTION OF A COMPREHENSIVE BICYCLE NETWORK IN THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Palm Beach Metropolitan Planning Organization ("MPO") every year is tasked with identifying transportation projects that are of significant importance to communities within Palm Beach County in order to allocate state and federal funds that will be available to implement selected public transportation projects costing less than $5 million; and

WHEREAS, the MPO has announced the 2014 Application Cycle for the Categorical Funding Program for funding that will become available for eligible projects in Palm Beach County during Fiscal Years 2016 - 2020; and

WHEREAS, project categories for this funding include "Transportation System Management", "Transit", "Non-Motorized" and "Freight" improvements; and

WHEREAS, the construction of a comprehensive bicycle network is an eligible "Non-Motorized Improvements" project; and

WHEREAS, the City of Lake Worth is eligible to submit an application under the 2014 Application Cycle of the Categorical Funding Program for funding that will be available during Fiscal Years 2016 - 2020; and

WHEREAS, the City desires to submit an application to the MPO for funding under the 2014 Application Cycle of the Categorical Funding Program for Fiscal Years 2016 – 2020 for construction of a comprehensive bicycle network that includes continuous north-south and east-west travel routes, bicycle facilities, amenities and programs.

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

<u>SECTION 1</u>: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to the Palm Beach Metropolitan Planning Organization for funding under the 2014 Cycle of the Categorical Funding Program for Fiscal Years 2016 - 2020 for construction of a comprehensive bicycle network that includes continuous north-south and east-west travel routes, bicycle facilities, amenities and programs.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute all related documents necessary for submission of the City's application.

SECTION 3: Upon execution of the Resolution, one copy shall be provided 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 John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 1st day of July, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Public Services

---

EXECUTIVE BRIEF

TITLE:
Resolution No. 37-2014 – submit funding proposal for way finding signage to the Palm Beach Metropolitan Planning Organization

SUMMARY:

The Resolution authorizes the submission of a proposal for funding under the 2014 Application Cycle of the Categorical Grant program for Fiscal Years 2016-2020 to install way finding signage for various destinations at strategic locations within the City.

BACKGROUND AND JUSTIFICATION:
Every year, the Palm Beach Metropolitan Planning Organization ("MPO") is tasked with identifying transportation projects most important to communities in Palm Beach County in order to allocate available state and federal funds toward implementation of selected projects. Accordingly, MPO is soliciting applications for smaller eligible public transportation projects in Palm Beach County - i.e., those costing less than five million dollars ($5,000,000) – for funding under the 2014 Application Cycle of the Categorical Funding Program.

Funding under the Categorical Funding Program must be utilized for any of the following eligible project categories:

- Transportation System Management Improvements
- Transit Improvements
- Non-Motorized Improvements
- Freight Improvements

The City intends to submit an application under the 2014 Application Cycle of the Categorical Funding Program for funding that will become available during Fiscal Years 2016 - 2020 for installation of directional signage for various destinations at strategic locations within the City. This way finding system will be designed to project a consistent, artistic design to the City's gateways and downtown area, guide visitors to the beach, municipal parks, significant landmarks and other distinctive neighborhood areas. This funding will be used to implement a workable plan that is currently being developed by consultants working with the Lake Worth Community Redevelopment Agency (CRA) in partnership with the City to produce schematic designs and recommendations for directional signage placement throughout the City and CRA District. This proposed project is an eligible corridor improvement under the "Transportation Improvements" category. The deadline to submit the proposal is July 11, 2014, and the actual amount of funding to be requested has not yet been determined. No cash or in/kind services match is required of the City for this funding.

MOTION:
I move to approve/not approve Resolution No. 37-2014.

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

RESOLUTION NO. 37-2014 OF THE CITY OF LAKE WORTH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION FOR GRANT FUNDING UNDER THE 2014 APPLICATION CYCLE OF CATEGORICAL FUNDING PROGRAM FOR FISCAL YEARS 2016-2020 FOR INSTALLATATION OF WAY FINDING SIGNAGE THROUGHOUT THE CITY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Palm Beach Metropolitan Planning Organization ("MPO") every year is tasked with identifying transportation projects that are of significant importance to communities within Palm Beach County in order to allocate state and federal funds that will be available to implement selected public transportation projects costing less than $5 million; and

WHEREAS, the MPO has announced the 2014 Application Cycle for the Categorical Funding Program for funding that will become available for eligible projects in Palm Beach County during Fiscal Years 2016 - 2020; and

WHEREAS, project categories for this funding include "Transportation System Management", "Transit", "Non-Motorized" and "Freight" improvements; and

WHEREAS, the installation of way finding signage is an eligible "Transportation System Management Improvements" project; and

WHEREAS, the City of Lake Worth is eligible to submit an application under the 2014 Application Cycle of the Categorical Funding Program for funding that will be available during Fiscal Years 2016 - 2020; and

WHEREAS, the City desires to submit an application to the MPO for funding under the 2014 Application Cycle of the Categorical Funding Program for Fiscal Years 2016 – 2020 to install way finding signage and informational kiosks at strategic locations to indicate parking areas, City districts and neighborhoods, and various points of interest.

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

<u>SECTION 1</u>: The City Commission of the City of Lake Worth, Florida, hereby authorizes the submission of an application to the Palm Beach Metropolitan Planning Organization for funding under the 2014 Cycle of the Categorical Funding Program for Fiscal Years 2016 - 2020 for the installation of way finding signage and informational kiosks at strategic locations to indicate parking areas, City districts and neighborhoods, and various points of interest.

SECTION 2: The City Commission of the City of Lake Worth, Florida, hereby authorizes the Mayor to execute all related documents necessary for submission of the City's application.

SECTION 3: Upon execution of the Resolution, one copy shall be provided 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 John Szerdi

Mayor Pam Triolo thereupon declared this Resolution duly passed and adopted on the 1st day of July, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Public Services / Water Utility and Sewer Collection

---

EXECUTIVE BRIEF

TITLE:
Continuing agreements for various professional services under the Consultant's Competitive Negotiations Act (CCNA), section 287.055, Florida Statutes.

SUMMARY:
The twenty professional services agreements are in the categories of architecture, landscape architecture, engineering services, mapping/GIS services, planning services, and construction management services.

BACKGROUND AND JUSTIFICATION:
On September 17, 2013, the City accepted proposals from professional services firms. Based on the qualifications and experience of the proposals received, the City's Evaluation Committee ranked the firms and selected firms in each category.

In an effort to maintain a readily available selection of professional service firms for the design, engineering, and management of future projects in the City, these agreements provide for a number of firms in each category that may be needed in the City. The agreement allows for the negotiation of fees for services and provides multiple options for selecting different firms to contract with for the various disciplines.

MOTION:
I move to approve/disapprove professional services continuing contracts with A.D.A. Engineering, Inc.; Bridge Design Associates, Inc.; Chen Moore and Associates; CPH, Inc.; Craven Thompson & Associates, Inc.; Currie Sowards Aguila Architects; Dunkelberger Engineering & Testing, A Terracon Company; Eco Advisors, LLC; Engenuity Group, Inc.; Gentile Glas Holloway O'Mahoney & Assoc.; Keith and Schnars; Kimley-Horn and Associates, Inc.; Mathews Consulting, Inc.; Mock Roos and Associates, Inc.; Stanley Consultants, Inc.; Stantec Consulting Services, Inc.; Tierra South Florida, Inc.; Urban Design Studio, LLC dba Urban Design Kilday Studios; URS Corporation Southern; and Wantman Group, Inc.

ATTACHMENT(S):
1. Fiscal Impact Analysis – not applicable
2. Selection Matrix
3. Selected Firms List
4. Request For Quotes 12-13-302 Continuing Contract for Professional Services
5. Contracts with the selected 20 firms

City of Lake Worth

LIST OF PROPOSERS (40 Submittals) - RFQ 12-13-302

CCNA Certified - Professional Services Continuing Contracts

RFQ Opening: September 17th 2013 at 3:00PM - Procurement Office at City Hall

No.	Name of Firm	City	Phone No.	Contact	Email	Civil Eng (Const Mgmt,	Enviro Eng	GeoTech Eng	Mech Eng	Struct Eng	Survey	Transport Traffic	Map/ GIS	Planning	Architect	Landscpe Arch	Solid/Indus Haz Waste	Coastal Marine	Water/ Sewer (Hydro)
1	A. D. A. Engineering, Inc.	Doral	561-615-8880	Ivette Argudin	Iargudin@ADAEng.net	X	X					X	X	X					X
2	AMODIE Engring & Const., Inc.	WPBeach	561-684-9309	Jeffrey Amodie	JeffAmodie@Amodie.com				X										
3	Architecture Green, LLC	PBGardens	561-398-2109	Mark S. Beatty	MSB@ArchitectureGreenLLC.com										X				
4	Barnes, Ferland & Associates, In	Orlando	407-896-8608	Patrick Barnes	Pbarnes@BFAEnvironmental.co	X	X				X						X		X
5	Bridge Design Associates, Inc	Royal PBch	561-686-3660	Brian C. Rheault	BridgeBBD@aol.com					X									
6	Calvin, Giordano & Assoc., Inc.	Ft. Lauder	954-921-7781	Dennis Giordano	Dgiordano@CgaSolutions.com	X	X				X	X	X						X
7	Chen Moore & Associates	WPBeach	561-746-6900	Peter Moore	Pmoore@ChenMoore.com	X	X		X			X	X			X			X
8	CPH, Inc.	Sanford	407-322-6841	Nikhil Jindal	Info@CPHCorp.com	X	X		X			X			X				X
9	Civil Design, Inc.	WPBeach	561-659-5760	T. Jeff Trompete	Jtrompeter@Civil-Design.com	X													X
10	Craig A. Smith & Associates, Inc	Boca Raton	561-314-4445	Gene R. Schriner	Gschriner@CraigaSmith.com	X					X		X						X
11	Craven Thompson & Assoc., Inc.	Ft. Lauder	954-739-6400	Robert Cole	Rcole@CravenThompson.com	X					X		X	X		X			X
12	Currie Sowards Aguila Architects	Delray Bch	561-276-4951	Jose N. Aguila	Jose@CSA-Architects.com										X				
13	Dover Engineering, PLLC	Tequesta	561-529-2060	Phil Dover	Pdover@DoverEngr.com	X	X		X										X
14	Dredging & Marine Consultants,	Pt. Orange	386-304-6505	Shailesh Patel	Spatel@DMCes.com	X	X			X				X					
15	Dunkelberger Engineering & Tes	WPBeach	561-689-4299	Richard Minichi	RAMinichiello@Terracon.com		X	X											
16	Eco Advisors, LLC	PBGardens	561-627-1810	John Poggi	Jpoggi@EcoAdvisors.net		X												
17	Erdman Anthony of Florida, Inc.	Royal PBch	561-753-9723	James Noth	NothJ@ErdmanAnthony.com	X					X	X	X						X
18	Engenuity Group, Inc	WPBeach	561-655-1151	Keith Jackson	Kjackson@EngenuityGroup.com	X					X	X	X						X
19	Environmental Consltg & Tech, I	Gainesville	352-332-0444	Bradley Pekas	Bpekas@ECTInc.com	X	X										X		X
20	Gentile Glas Holloway O'Mahon	Jupiter	561-575-9557	George G. Genti	George@2gho.com									X		X			
21	GLE Associates, Inc.	Wellington	354-968-6414	Robert Greene	Jsimmons@GLEAssociates.com	X	X	X	X				X	X	X	X	X		X
22	Jon E. Schmidt & Assoc., Inc.	WPBeach	561-684-6141	Jon E. Schmidt	Jschmidt@Jesla.com									X		X			
23	Jones Edmunds & Associates, In	Gainesville	352-377-5821	Kenneth Vogel	Kvogel@JonesEdmunds.com	X	X						X						X
24	Keith and Schnars	Ft. Lauder	954-776-1616	Michael Davis	Mdavis@KsFla.com	X	X			X	X	X		X		X			X
25	Kimley-Horn & Associates, Inc.	WPBeach	561-845-0665	Jerry W. Ingram	Jerry.Ingram@Kimley-horn.com	X	X			X		X		X		X			X
26	Mathews Consulting, Inc.	WPBeach	561-655-6175	David Mathews	Dmathews@MathewsConsulting	X	X		X			X		X					X
27	McMahon Associates, Inc.	WPBeach	561-840-8650	John S. Depalma	Jdepalma@McMahonassociates.c							X	X	X					
28	Michael B. Shorah & Assoc., Inc	WPBeach	561-968-0080	Frederick Roth	Froth@Schorah.com	X	X				X	X	X	X					X
29	Mock Roos	WPBeach	561-683-3113	Thomas Biggs	Thomas.Biggs@MockRoos.com	X													X
30	R. J. Behar & Company, Inc.	Pemb Pines	561-333-7000	Robert J. Behar	Bbehar@RJBehar.com	X	X					X							X
31	RADISE International, LC	Riviera Bch	561-841-0103	Gregory Stelmac	Gregory.Stelmack@Radise.net			X											
32	Simmons & White, Inc.	WPBeach	561-478-7848	Robert Rennebau	Rob@SimmonsandWhite.com	X						X							X
33	Stanley Consultants, Inc.	WPBeach	561-584-8731	John Downes	DownesJohn@StanleyGroup.com	X	X		X	X		X	X						X
34	Stantec Consulting Services, Inc.	Boca Raton	561-487-3379	Ramon Castella	Robert.Carballo@Stantec.com	X	X					X		X					
35	The Merchant Strategy, Inc.	WPBeach	561-301-8930	Sharon Merchant	Sharon@TheMerchantStrategy.c									X					
36	Tierra South Florida, Inc.	WPBeach	561-687-8536	Raj Krishnasamy	Raj@TierraSF.com			X											
37	Tindale-Oliver & Associates, Inc	Tampa	813-224-8862	William Ball	Bball@TindaleOliver.com							X		X		X			
38	Urban Design Kilday Studios	WPBeach	561-366-1100	Kenneth G. Tum	Ktuma@UDKStudios.com									X		X			
39	URS Corporation Southern	Lake Worth	561-994-6500	Panneer Shanmu	Panneer.Shanmugam@URS.com	X	X	X	X	X	X	X	X	X	X	X	X	X	X
40	Wantman Group, Inc.	WPBeach	561-687-2220	Brian Lamotte	Brian.Lamotte@WantmanGroup.	X	X				X	X	X						X

CIVIL ENGINEERING - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	A. D. A. Engineering, Inc.	Barnes, Ferland & Associates, Inc.	Calvin, Giordano & Assoc., Inc.	Chen Moore	CPH, Inc.	Civil Design, Inc.	Craig A. Smith & Associates, Inc.	Craven Thompson & Assoc., Inc.	Dover Engineering, PLLC	Dredging & Marine Consultants, Inc.	Edrman Anthony of Florida, Inc.	Engenuity Group, Inc	Environ. Consult. & Tech.	GLE Associates, Inc.	Jones Edmunds & Associates, Inc.	Keith and Schnars	Kimley-Horn & Associates, Inc.	Mathews Consulting, Inc.	Michael B. Shorah & Assoc., Inc.	Mock Roos	R. J. Behar & Company, Inc.	Simmons & White, Inc.	Stanley Consultants, Inc.	Stantec Consulting Services, Inc.	URS Corporation Southern	Wantman Group, Inc.
1	**Larry Johnson**	93	57	76	80	74	62	74	89	54	62	62	78	66	54	70	74	88	85	62	87	62	72	72	78	85	76
2	**Monica Morandi**	90	77	78	83	81	90	69	91	78	61	87	84	73	63	70	81	83	93	77	93	80	90	84	90	87	93
3	**Jamie Brown**	92	88	93	95	87	94	89	88	77	75	85	91	87	86	96	94	92	97	90	97	88	89	94	95	97	95
4	**Felipe Lofaso**	86	64	71	87	82	94	82	90	76	82	80	79	77	76	81	86	88	94	77	93	79	82	82	85	88	87
5	**Karla White**	78	72	85	81	79	76	90	86	66	66	80	84	69	72	74	92	95	89	91	95	73	74	77	79	98	83
	Total	**439**	**358**	**403**	**426**	**403**	**416**	**404**	**444**	**351**	**346**	**394**	**416**	**372**	**351**	**391**	**427**	**446**	**458**	**397**	**465**	**382**	**407**	**409**	**427**	**455**	**434**
	RANK								**5**									**4**	**2**		**1**					**3**	

ENVIRONMENTAL ENGINEERING - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	A. D. A. Engineering, Inc.	Barnes, Ferland & Associates, Inc.	Calvin, Giordano & Assoc., Inc.	Chen Moore, Inc.	CPH, Inc.	Dover Engineering, PLLC	Dredging & Marine Consultants, Inc.	Dunkelberger Engineering & Testing	Eco Advisors, LLC	Environmental Consltg & Tech, Inc.	GLE Associates, Inc.	Jones Edmunds & Associates, Inc.	Keith and Schnars	Kimley-Horn & Associates, Inc.	Mathews Consulting, Inc.	Michael B. Shorah & Assoc., Inc.	R. J. Behar & Company, Inc.	Stanley Consultants, Inc.	Stantec Consulting Services, Inc.	URS Corporation Southern	Wantman Group, Inc.
1	**Larry Johnson**	76	69	69	78	69	54	62	62	89	86	76	62	69	69	81	62	83	85	78	85	69
2	**Monica Morandi**	81	82	84	81	83	74	72	82	95	81	75	79	83	80	81	65	76	79	87	89	82
3	**Jamie Brown**	92	88	93	95	87	77	75	98	88	87	86	96	94	92	97	90	88	94	95	97	95
4	**Felipe Lofaso**	75	65	71	79	78	68	44	89	85	87	71	79	83	89	88	74	79	79	83	84	85
5	**Karla White**	76	71	85	81	78	66	66	93	83	69	72	74	92	95	89	91	73	77	79	85	83
	Total	**400**	**375**	**402**	**414**	**395**	**339**	**319**	**424**	**440**	**410**	**380**	**390**	**421**	**425**	**436**	**382**	**399**	**414**	**422**	**440**	**414**
	Rank									**1**						**3**					**2**	

GEOTECHNICAL ENGINEERING - Evaluation Scores - RFQ 12-13-302						
No.	Evaluation City Staff	Dunkelberger Engineering & Testing	GLE Associates, Inc.	RADISE International, LC	Tierra South Florida, Inc.	URS Corporation Southern
1	Larry Johnson	91	62	78	85	80
2	Monica Morandi	93	43	93	97	86
3	Jamie Brown	98	86	94	95	96
4	Felipe Lofaso	96	89	95	95	81
5	Karla White	93	72	70	84	87
	Total	471	352	430	456	430
	RANK	1			2	

MECHANICAL ENGINEERING - Evaluation Scores - RFQ 12-13-302									
No.	Evaluation City Staff	Amodie Eng.	Chen Moore, Inc.	CPH, Inc.	Dover Engineering, PLLC	GLE Associates, Inc.	Mathews Consulting, Inc.	Stanley Consultants, Inc.	URS Corporation Southern
1	Larry Johnson	61	73	66	59	57	78	89	87
2	Monica Morandi	77	82	72	76	69	77	81	91
3	Jamie Brown	75	95	87	76	86	97	94	96
4	Felipe Lofaso	70	81	70	70	70	84	83	88
5	Karla White	65	81	75	66	68	89	77	81
	Total	348	412	370	347	350	425	424	443
	RANK						2	3	1

STRUCTURAL ENGINEERING - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	Bridge Design Associates, Inc.	Dredging & Marine Consultants, Inc.	Keith and Schnars	Kimley-Horn & Associates, Inc.	Stanley Consultants, Inc.	URS Corporation Southern
1	**Larry Johnson**	92	69	73	82	85	85
2	**Monica Morandi**	92	63	77	86	86	87
3	**Jamie Brown**	87	75	94	92	94	95
4	**Felipe Lofaso**	90	82	83	84	81	81
5	**Karla White**	84	66	92	95	77	81
	Total	**445**	**355**	**419**	**439**	**423**	**429**
	RANK	**1**			**2**		

SURVEY ENGINEERING - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	Barnes, Ferland & Associates, Inc.	Calvin, Giordano & Assoc., Inc.	Craig A. Smith & Associates, Inc.	Craven Thompson & Assoc., Inc.	Erdman Anthony of Florida, Inc.	Engenuity Group, Inc	Keith and Schnars	Michael B. Shorah & Assoc., Inc.	URS Corporation Southern	Wantman Group, Inc.
1	**Larry Johnson**	64	78	83	85	87	89	74	79	85	78
2	**Monica Morandi**	74	84	84	91	93	95	85	89	63	94
3	**Jamie Brown**	88	93	89	88	85	91	94	90	92	95
4	**Felipe Lofaso**	59	70	89	89	76	81	83	85	83	90
5	**Karla White**	70	87	90	86	81	84	92	91	81	83
	Total	**355**	**412**	**435**	**439**	**422**	**440**	**428**	**434**	**404**	**440**
	RANK				**3**		**2**				**1**

TRANSPORTATION/TRAFFIC - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	A. D. A. Engineering, Inc.	Calvin Giordano	Chen Moore, Inc.	CPH, Inc.	Erdman Anthony of Florida, Inc.	Engenuity Group, Inc	Keith and Schnars	Kimley-Horn & Associates, Inc.	Mathews Consulting, Inc.	McMahon Associates, Inc.	Michael B. Shorah & Assoc., Inc.	R. J. Behar & Company, Inc.	Simmons & White, Inc.	Stanley Consultants, Inc.	Stantec Consulting Services, Inc.	Tindale-Oliver & Associates, Inc.	URS Corporation Southern	Wantman Group, Inc.
1	**Larry Johnson**	92	78	80	80	87	75	78	82	75	87	66	80	78	85	83	66	87	80
2	**Monica Morandi**	82	78	79	86	90	74	88	94	78	95	67	87	92	90	92	71	90	83
3	**Jamie Brown**	92	93	95	87	85	91	94	92	97	88	90	88	89	94	95	88	96	95
4	**Felipe Lofaso**	91	77	85	80	82	81	87	87	90	90	79	77	85	83	87	90	91	93
5	**Karla White**	79	87	81	76	81	84	92	95	89	73	91	73	74	77	80	69	81	81
	Total	**436**	**413**	**420**	**409**	**425**	**405**	**439**	**450**	**429**	**433**	**393**	**405**	**418**	**429**	**437**	**384**	**445**	**432**
	RANK							**3**	**1**									**2**	

MAPPING/GIS - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	A. D. A. Engineering, Inc.	Calvin, Giordano & Assoc., Inc.	Chen Moore & Associates	Craig A. Smith & Associates, Inc.	Craven Thompson & Assoc., Inc.	rdrman Anthony of Florida, Inc.	Engenuity Group, Inc	GLE Associates, Inc.	Jones Edmunds & Associates, Inc.	McMahon Associates, Inc.	Michael B. Shorah & Assoc., Inc.	Stanley Consultants, Inc.	URS Corporation Southern	Wantman Group, Inc.
1	**Larry Johnson**	85	76	78	76	80	69	82	62	78	71	73	73	85	78
2	**Monica Morandi**	87	84	86	45	90	92	90	43	73	83	62	86	89	91
3	**Jamie Brown**	92	93	95	89	88	85	91	86	96	88	90	94	91	95
4	**Felipe Lofaso**	88	78	93	88	85	80	82	81	83	88	82	72	88	92
5	**Karla White**	85	87	81	90	86	81	84	73	74	71	92	71	80	74
	Total	**437**	**418**	**433**	**388**	**429**	**407**	**429**	**345**	**404**	**401**	**399**	**396**	**433**	**430**
	RANK	**3**		**2**										**1**	

PLANNING - Evaluation Scores - RFQ 12-13-302																	
No.	**Evaluation City Staff**	**A. D. A. Engineering, Inc.**	**Craven Thompson & Assoc., Inc.**	**Dredging & Marine Consultants, Inc.**	**Gentile Glas Holloway O'Mahoney & Assoc**	**GLE Associates, Inc.**	**Jon E. Schmidt & Assoc., Inc.**	**Keith and Schnars**	**Kimley-Horn & Associates, Inc.**	**Mathews Consulting, Inc.**	**McMahon Associates, Inc.**	**Michael B. Shorah & Assoc., Inc.**	**Stantec**	**The Merchant Strategy, Inc.**	**Tindale-Oliver & Associates, Inc.**	**Urban Design Kilday Studios**	**URS Corporation Southern**
1	**Larry Johnson**	82	78	59	85	59	69	73	76	85	78	64	83	82	83	90	83
2	**Monica Morandi**	78	85	43	92	51	51	57	70	74	52	52	89	48	71	93	73
3	**Jamie Brown**	92	88	75	89	86	83	94	92	97	88	90	95	75	88	90	96
4	**Felipe Lofaso**	87	85	66	90	86	86	84	87	88	82	77	85	70	75	79	88
5	**Karla White**	78	86	66	68	72	68	92	96	89	73	92	76	63	69	73	96
	Total	**417**	**422**	**309**	**424**	**354**	**357**	**400**	**421**	**433**	**373**	**375**	**428**	**338**	**386**	**425**	**436**
	RANK									**2**			**3**				**1**

ARCHITECTURE - Evaluation Scores - RFQ 12-13-302						
No.	Evaluation City Staff	Architecture Green, LLC	CPH, Inc.	Currie Sowards Aguila Architects	GLE Associates, Inc.	URS Corporation Southern
1	Larry Johnson	64	83	88	59	85
2	Monica Morandi	72	77	96	79	67
3	Jamie Brown	95	87	91	86	92
4	Felipe Lofaso	87	87	85	88	83
5	Karla White	71	77	68	74	90
	Total	389	411	428	386	417
	RANK		3	1		2

LANDSCAPE ARCHITECTS - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	Chen Moore & Associates	Craven Thompson & Assoc., Inc.	Gentile Glas Holloway O'Mahoney & Assoc	GLE Associates, Inc.	Jon E. Schmidt & Assoc., Inc.	Keith and Schnars	Kimley-Horn & Associates, Inc.	Tindale-Oliver & Associates, Inc.	Urban Design Kilday Studios	URS Corporation Southern
1	**Larry Johnson**	71	78	85	54	76	76	78	71	90	78
2	**Monica Morandi**	83	86	91	61	77	59	81	70	94	75
3	**Jamie Brown**	95	88	89	86	83	94	92	88	90	88
4	**Felipe Lofaso**	79	76	83	79	90	89	82	75	90	81
5	**Karla White**	81	86	75	74	74	92	95	69	74	85
	Total	**409**	**414**	**423**	**354**	**400**	**410**	**428**	**373**	**438**	**407**
	RANK			**3**				**2**		**1**	

SOLID / HAZARD WASTE - RFQ 12-13-302					
No.	Evaluation City Staff	Barnes, Ferland & Associates, Inc.	Environmental Consltg & Tech, Inc.	GLE Associates, Inc.	URS Corporation Southern
1	Larry Johnson	78	71	64	87
2	Monica Morandi	85	83	85	92
3	Jamie Brown	88	87	86	96
4	Felipe Lofaso	64	81	79	86
5	Karla White	70	69	70	81
	Total	385	391	384	442
	RANK				1

Evaluation Matrix

COASTAL MARINE		
No.	**Evaluation City Staff**	**URS Corporation Southern**
1	**Larry Johnson**	85
2	**Monica Morandi**	93
3	**Jamie Brown**	95
4	**Felipe Lofaso**	87
5	**Karla White**	82
	Total	**442**

Evaluation Matrix

WATER / SEWER - Evaluation Scores - RFQ 12-13-302

No.	Evaluation City Staff	A. D. A. Engineering, Inc.	Barnes, Ferland & Associates, Inc.	Calvin, Giordano & Assoc., Inc.	Chen Moore, Inc.	CPH, Inc.	Civil Design, Inc.	Craig A. Smith & Associates, Inc.	Craven Thompson & Assoc., Inc.	Dover Engineering, PLLC	Environmental Consltg & Tech, Inc.	Edrman Anthony of Florida, Inc.	Engenuity Group, Inc	GLE Associates, Inc.	Jones Edmunds & Associates, Inc.	Keith and Schnars	Kimley-Horn & Associates, Inc.	Mathews Consulting, Inc.	Michael B. Shorah & Assoc., Inc.	Mock Roos	R. J. Behar & Company, Inc.	Simmons & White, Inc.	Stanley Consultants, Inc.	URS Corporation Southern	Wantman Group, Inc.
1	**Larry Johnson**	73	57	71	78	74	62	74	82	54	66	62	78	54	70	74	80	92	62	93	62	72	80	89	76
2	**Monica Morandi**	84	81	74	77	82	80	69	87	86	74	80	85	63	72	79	83	94	81	96	80	78	72	90	93
3	**Jamie Brown**	92	88	93	95	87	94	89	88	77	87	85	91	86	96	94	92	97	90	97	88	89	94	94	95
4	**Felipe Lofaso**	86	59	77	87	79	94	82	88	80	76	82	81	80	80	89	87	95	82	93	78	83	85	91	89
5	**Karla White**	75	70	87	81	73	76	90	86	66	71	81	84	69	74	92	95	89	91	95	73	75	77	82	82
	Total	**410**	**355**	**402**	**418**	**395**	**406**	**404**	**431**	**363**	**374**	**390**	**419**	**352**	**392**	**428**	**437**	**467**	**406**	**474**	**381**	**397**	**408**	**446**	**435**
	RANK																**4**	**2**		**1**				**3**	**5**

AWARDED AND RANKED FIRMS

LIST OF PROPOSERS (40 Submittals) - RFQ 12-13-302

CCNA Certified - Professional Services Continuing Contracts

RFQ Opening: September 17th 2013 at 3:00PM - Procurement Office at City Hall

No.	Name of Firm	Civil	Enviro	Geo Tech	Mech	Struct Eng	Survey	Trans Traffic	Map GIS	Plan-ning	Archi-tect	Lndsp Archt	Sol/Haz Waste	Coastal	Water Sewer Hydro
1	A. D. A. Engineering, Inc.								3						
2	Bridge Design Assoc, Inc.					1									
3	Chen Moore & Associates								2						
4	CPH, Inc.										3				
5	Craven Thomp & Assoc., Inc.	5					3								
6	Currie Sowards Aguila Arch										1				
7	Dunkelberger Eng & Testing			1											
8	Eco Advisors, LLC		1												
9	Engenuity Group, Inc						2								
10	Gentile, Glas, Holl, O'Mah & Assoc											3			
11	Keith and Schnars							3							
12	Kimley-Horn & Assoc, Inc.	4				2		1				2			4
13	Mathews Consulting, Inc.	2	3		2					2					2
14	Mock Roos	1													1
15	Stanley Consultants, Inc.				3										
16	Stantec Consulting Svcs, Inc.									3					
17	Tierra South Florida, Inc.			2											
18	Urban Design Kilday Studios											1			
19	URS Corporation Southern	3	2		1			2	1	1	2		1	1	3
20	Wantman Group, Inc.						1								5

NON-AWARDED FIRMS

LIST OF PROPOSERS (40 Submittals) - RFQ 12-13-302

CCNA Certified - Professional Services Continuing Contracts

RFQ Opening: September 17th 2013 at 3:00PM - Procurement Office at City Hall

No.	Name of Firm	Civil	Enviro	Geo Tech	Mech	Struct Eng	Survey	Trans Traffic	Map GIS	Plan-ning	Archi-tect	Lndsp Archt	Sol/Haz Waste	Coastal	Water Sewer Hydro
1	AMODIE Engineering & Const., Inc.														
2	Architecture Green, LLC														
3	Barnes, Ferland & Associates, Inc.														
4	Calvin, Giordano & Assoc., Inc.														
5	Civil Design, Inc.														
6	Craig A. Smith & Associates, Inc.														
7	Dover Engineering, PLLC														
8	Dredging & Marine Consultants, Inc.														
9	Erdman Anthony of Florida, Inc.														
10	Environmental Consltg & Tech, Inc.														
11	GLE Associates, Inc.														
12	Jon E. Schmidt & Assoc., Inc.														
13	Jones Edmunds & Associates, Inc.														
14	McMahon Associates, Inc.														
15	Michael B. Shorah & Assoc., Inc.														
16	R. J. Behar & Company, Inc.														
17	RADISE International, LC														
18	Simmons & White, Inc.														
19	The Merchant Strategy, Inc.														
20	Tindale-Oliver & Associates, Inc.														

The City of Lake Worth

RFQ # 12-13-302

Request for Letters of Interest and Professional Qualifications

Continuing Contracts for Professional Services

Where the Tropics Begin

Where the Tropics Begin

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

REQUEST FOR QUALIFICATIONS
RFQ 12-13-302

Request for Letters of Interest and Professional Qualifications

Continuing Contracts for Professional Services

The City of Lake Worth is requesting Letters of Interest and Professional Qualifications for its Continuing Contracts for Professional Services in the areas of Architecture, Landscape Architecture, Engineering Services, Mapping/GIS Services, Planning Services and Construction Management Services.

Time is of the essence and any Proposal received after **Wednesday, September 4th 2013 at 3:00pm,** whether by mail or otherwise will be returned unopened. The time of receipt shall be determined by the time clock located in the Procurement Office. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFQ number, title, and date and hour proposals are scheduled to be received.

Interested parties may obtain a copy of this Request for Qualifications by contacting the Procurement Office at (561) 586-1674 or from our website at www.lakeworth.org.

All proposals must be delivered or mailed to:

City of Lake Worth Procurement Office, 2nd Floor
7 North Dixie Hwy.
Lake Worth, FL 33460

SEALED ENVELOPE MUST BE IDENTIFIED AS RFQ # 12-13-302.

BY:_____
Kari Hansen/ Procurement Office

PUBLISH: Demand Star/Oniva
August 8th 2013

Request for Letters of Interest and Professional Qualifications

Continuing Contracts for Professional Services

RFQ 12-13-302

GENERAL INFORMATION

1. SUBMITTAL OF DOCUMENTS

Firms desiring to provide the above described Professional Services shall **submit one (1) original, five (5) copies, and one (1) electronic copy** of Letters of Interest containing all of the requested information by **Wednesday, September 4th 2013 at 3:00pm.** Electronic copies should preferably be in Adobe Acrobat PDF format, but other industry standards will be considered.

Original letters and/or letters of interest shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the qualifications. Submittals, which are substantially incomplete or lack key information, may be rejected by the CITY at its discretion.

The submittals shall be in the format of Standard Forms (SF) 330 [Tabs 1-5] with the addition of five sections [Tabs 6-10], as described in SECTION 3, Submittal Format. No other format will be acceptable. The submittal shall be limited to seventy-five (75) pages. Bind each set with spiral or GBC binders. Ring notebooks are not acceptable. The selection of the firms will be based on the information provided on the forms and in the additional sections.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

The City, at its own discretion, may sign a continuing contract with any firm legally able to provide the services for which it has submitted qualifications. Additionally, the City reserves the right to "short list" the submittals, in order to limit those contracts to a smaller number of "most qualified" firms. If the number of responses is such that short-listing will be necessary, an evaluation team will be assembled, and a public notice will be issued, informing the public of the date/time and place, in which the committee will meet to discuss the individual findings. Committee members will be charged with individually evaluating the responses prior to the meeting. The evaluation team may then ask for presentations, request further information, or recommend to the City Commission with which firms to contract. If Oral presentations are requested prior to or subsequent to any "short-listing/ranking" of the respondents, each firm will be contacted in advance in order to prepare. It is important to note, that prior to engaging a firm for actual work under a continuing contract, all qualifications will be reviewed independently, (along with responses to project-specific requirements) by members of an

evaluation committee composed of City Staff, other professionals and possibly one or more City Commissioners.

Award(s) resulting from this solicitation shall be subject to the provisions of ORDINANCE NUMBER 2013-13 "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", SECTION 2-112, PROCUREMENT PROCESS, SUB SECTION C PROFESSIONAL SERVICES, ARCHITECT-ENGINEER AND LAND SURVEYING AND MAPPING SERVICES, Part (1).

For questions and additional information, contact:

PROCUREMENT
Kari Hansen
Purchasing Agent
7 North Dixie Highway
Lake Worth, FL 33461
Tel: (561) 586-1674
E-mail: KHansen@LakeWorth.org

All prospective respondents are hereby cautioned not to contact any City Commissioner, member of City Staff, or any member of the Selection Committee after submittals are opened, nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts must be channeled through the Purchasing Office. Failure to comply with these procedures will be cause for disqualification of the firm's Letter of Interest.

Letters of Interest will be evaluated using in part, the criteria below. Notwithstanding the quantity of responses to this solicitation, It is the City's intention to notify Firms as to the City's selections, within a reasonable amount of time after the submittal date.

2. FIRMS' EVALUATIONS AND SELECTION

The City shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. Based on the number of responses in general, or with respect to certain disciplines, and in consideration of the expected amount of work, as well as the human resources available to manage such work, the City may choose to "short-list" the firms with which it will sign a continuing contract, in order to meet its goal of engaging a manageable number of firms, which provide a broad base of professional experience and capabilities. The City will assemble an evaluation committee, which will, if necessary, use a qualifications-based process to rank firms, if it is necessary, or the City's want to do so, prior to executing continuing contract within some or all disciplines. When a selection committee is assembled, it shall consider such factors as:

- Capabilities
- Adequacy of personnel
- Experience of the firm
- Abilities of professional personnel
- Whether firms are certified minority business enterprises

- Past performance or past record
- Willingness to meet time and budget requirements
- Location
- Relevant experience of proposer's firm in Florida and in the Palm Beach County area.
- Recent, current, and projected workload
- Volume of work previously awarded to firms by the City with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most qualified firms.
- Any additional requirements as defined in State of Florida Statute 287.055 Consultants Competitive Negotiations Act

EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals from Proposers. 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. 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 proposal which is most advantageous and in the best interest of the City.

Each Proposal will be evaluated individually and in the context of all other proposals. Proposals must be fully responsive to the requirements described in this RFQ and to any subsequent requests for clarification or additional information made by the City through written addenda to this RFQ. Proposals failing to comply with the submission requirements, or those unresponsive to any part of this RFQ, may be disqualified. There is no obligation on the part of the City to award the proposal to the lowest priced proposer, and the City reserves the right to award the contract to the Proposer submitting the best overall responsive proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting contract that is in its best interest and its decision shall be final.

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

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

Evaluation Scoring Criteria will be based on the following:

The evaluation of the Proposers 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.**

Evaluation Scoring Criteria will be the following:

	Evaluation Criteria Score Sheet:	Weight
1	Ability, capacity and skill to perform the contract and provide the service required.	15
2	Relevant experience of proposer's firm in Florida and in the Palm Beach County area.	15
3	Personnel assigned to the project & qualifying credentials; including staff with experience in project management, architecture, landscape architecture, planning, surveying, roadway, utilities, storm water management, electrical, environmental, geotechnical, traffic and land development design, Construction Engineering Inspection.	40
4	Overall projected workload of personnel, responsiveness and location of office	15
5	Experience in balancing cost and design (value engineering).	15

3. SUBMITTAL FORMAT

The Submittal shall be divided into sections with tab dividers. The GSA Standard Form 330 shall be used in conjunction with any other requirements as described below:

First Item Letter of Interest, and Exhibit "A" behind that.

Letter of Interest is prepared and executed by a corporate officer or principal of the firm authorized to obligate the firm contractually.

GSA Standard Forms 330 available at: http://www.gsa.gov/portal/forms/download/116486

Tab 1 Standard Form (SF) 330, Part I, A-D and Part II

Tab 2 Standard Form (SF) 330, Part I, E

Tab 3 Standard Form (SF) 330, Part I, F

Tab 4 Standard Form (SF) 330, Part I, G

The respondents need not be limited to ten projects. List as many projects as necessary to adequately describe those listed in Block 7g. Include the name and telephone number of the Owner's Representative or Contact in Block 8c. *The City of Lake Worth checks references.*

Be especially careful to provide names, current telephone numbers and fax numbers of owner's representatives that may be contacted by the City.

Tab 5 Standard Form (SF) 330, Part I, H

Any additional information

Tab 6 Project Approach (In general, if not project-specific)

Tab 7 Statements And Documentation

Exhibits "B" – "D", and

Proof of licenses/certifications.

Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida. (As applicable for firms and for architectural/engineering key personnel.)

Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: http://ccfcorp.dos.state.fl.us/index.html.

Other Work/Litigation Experience

Respondents shall list any work which their organization failed to complete in the last five (5) years and describe the when, where, how and why of such failure.

Respondents shall list any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and to discuss the reasons thereof.

Respondents shall list any lawsuits in which their team (firms and individuals) is involved relative to services performed or failed to perform over the last five (5) years.

Proof of Existing Insurance Coverage (Acord Form or equivalent)

Acknowledgment of Addenda (if applicable).

Tab 8 Additional Information to Represent Firm

Tab 9 List ALL of the specific CCNA-type Disciplines for Which Your Firm Would Like To Be Considered (example: Civil, Structural, Environmental, Land Surveying etc.)

4*:* INSURANCE

The firm shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers with an A. M. Best Company Rating of at least A-, for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the firm, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The firm shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the firm. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the firm's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the firm's insurance policies shall be endorsed to name The City of Lake Worth as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The firm waives its right of recovery against the City, to the extent permitted by its insurance policies.

The firm's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The firm is responsible for the amount of any deductible or self-insured retention.

Insurance required of the firm or any other insurance of the firm shall be considered primary, and insurance of the City, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The firm shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of florida, or an affidavit in accordance with Section 440.02(13)(d) and 440.10(1)(g) Florida Statutes.

Firm shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The firm shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent firms, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The firm is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the City's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the CITY, certificates of insurance shall be accompanied by documentation that is acceptable to the CITY establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the CITY at least 30 days prior to coverage renewals. Failure of the firm to provide the CITY with such renewal certificates may be considered justification for the CITY to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that The City of Lake Worth is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate The City of Lake Worth as the certificate holder as follows:

City of Lake Worth
7 N. Dixie Hwy
Lake Worth, FL 33460

5. Indicate that the CITY shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the firm's obligation to fulfill the insurance requirements herein.

If requested by the CITY, the firm shall furnish complete copies of the firm's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the firm shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The CITY requires the following endorsements or additional types of insurance:

Professional Liability/Malpractice/Errors or Omissions Insurance

The firm shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $ 1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

5. CHANGES AND INTERPRETATIONS

Changes to this RFQ will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given. All addenda will be posted on the City's website - www.lakeworth.org - under Bids and Proposals. It is the sole responsibility of each Proposer to check the City's website for posted addenda. The City will not mail or fax any addenda to a Proposer.

All questions regarding this RFQ should be submitted in writing via mail or e-mail and must be received by the following Purchasing Agent no later than ten (10) calendar days prior to the due date for proposals:

Kari Hansen
Purchasing Agent
Procurement Office
7 North Dixie Highway
Lake Worth, FL 33460
KHansen@LakeWorth.org

All questions will be answered via addenda. If a question is not answered, the Proposer should assume all relevant information is contained within this RFQ. The City will strive to issue all addenda at least three (3) business days before the proposal due date; however, the City reserves the right to issue any addenda at any time.

6. PROPERTY OF THE CITY

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

7. RFQ TIMETABLE

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

- Advertisement of RFQ — August 9th 2013
- Questions from Potential Proposers Due — August 23rd 2013 at 3:00PM
- Proposal Response Due — September 4th 2013 at 3:00PM
- Evaluation Committee Meeting — Week of September 16th
- Proposal Selection — Week of September 30th
- Contract Negotiations & Approval — By Mid October

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

8. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this RFQ. A complete copy of the City's procurement code is available on-line at municode.com under the City'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.

9. ETHICS REQUIREMENT

This RFQ is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Proposers are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any Proposer coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars ($100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this RFQ.

10. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the City, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with City representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Proposer or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this RFQ either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this RFQ. In its sole discretion, the City may determine the qualifications and acceptability of any firm or firms submitting proposals in response to this RFQ. Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the City, or their advisors.

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

11. 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.

The resulting contract will commence upon its execution by the City, and contains no specific end date. The City may require updated qualifications each year, and will expect to receive Consultant rates and the number of hours for all proposed personnel each time a proposal is submitted in response to the City's request for such, pursuant to a particular project.

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.

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

12. CITY AS GATEKEEPER OF DOCUMENTS

This document is issued directly by the City of Lake Worth and the City shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriber's publications, or other sources not connected with the City and the proposer/bidder should not rely on such sources for information regarding any solicitation made by the City of Lake Worth.

13. 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.

14. PROTESTS

Any actual Proposer who is aggrieved in connection with this RFQ may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com 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.

15. EXHIBITS

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

A. Exhibit "A" Proposer Information Page
B. Exhibit "B" Confirmation of Drug Free Workplace
C. Exhibit "C" Representations and Disclosures
D. Exhibit "D" Sworn Statement on Entity Crimes

16. COMPLIANCE

All proposals received in accordance with this RFQ shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

END OF GENERAL INFORMATION

17. INFORMATION PACKAGE

Request for Letters of Interest for Professional Engineering Services As Governed by Florida Statute 287.055

> "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Scope of Services

The intent of this solicitation is to acquire select professional services for the City of Lake Worth based on the definition of "Continuing Contract" in FS 287.055:

> A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed $2,000,000, for study activity when the fee for such professional service does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

The City of Lake Worth

The City, a Municipality and political subdivision of the State of Florida, is governed by a duly elected City Commission composed of five (5) members: Mayor, Vice Mayor and three District Commissioners, each of whom are elected to two-year terms.

The City desires to establish "continuing contracts" by and between the City and a manageable number of firms, with the intent of affording the City a diverse consultant base, and to facilitate the issuance of engagements for studies, design, engineering, construction inspection and other services across a wide-range of CCNA disciplines.

Under these continuing contracts, the City will have the ability to expedite work through qualifications-based awards, issued as project-specific "Task Orders" under the existing continuing contract. The continuing contracts will be inclusive of a termination clause, but are not required to have a termination date. Prior to the execution of the continuing contract, the City will request an original certificate of insurance in keeping with Section V of this solicitation, a fee schedule which will be applicable through Fiscal Year 2014 (ending September 30, 2014), and other documentation as necessary, which will be appended as Exhibits to the Consulting Agreement. Prior to any work being ordered on a Task Order (which would be appended to a City Purchase Order), the fee, including hours per rate

category, individuals performing the work, profit, direct expenses attributed to the project, etc., may be negotiated, after the specific scope of work has been defined.

All firms submitting qualifications in response to this solicitation shall inform the City for which disciplines (those within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice), it would like to be considered. For example, Civil Engineering, Mechanical Engineering, GIS/Mapping, etc.

All firms shall use Tab 10, as described below, for this purpose.

The services sought may include, but are not limited to:

Architect
Landscape Architect
Engineering Services
- Civil
- Computer Consulting (cabling, RCDD, etc.)
- Electrical
- Environmental
- Geotechnical
- Hazardous Waste
- HVAC
- Hydro-Geological
- Mechanical
- Solid Waste
- Structural
- Surveying
- Transportation/Traffic

Mapping/GIS Services
Planning Services
Construction Management Services

The City requests that each firm responding to this solicitation, communicate in its submittal, the specific disciplines as described above, for which it wants to be considered. (See TAB 10 of Section IV “Submittal Format”, of this solicitation)

Examples of Projects and/or Types of Projects The City May Realize

Public Services - Civil Projects:

- Engineering investigation studies and design reports
- Opinions of probable construction costs
- Cost/benefit analysis
- Customary civil and roadway engineering
- Project Planning, Development & Environmental
- Financial studies to include assistance in bond preparation
- Regulatory Permitting (FDEP, FDOT, FHA, SFWMD, PBC Health Department, U.S. Army Corps of Engineers, City of Lake Worth, PBC Engineering, PBC ERM)
- Environmental Assessment and Impact Statements
- Property, boundary, easement, right-of-way survey, topographic and utility surveys
- Mapping
- Value engineering
- Ancillary Architectural Services
- Construction Engineering & Inspections
- Preparation of construction drawings, specification & contract documents
- Bid evaluations and recommendations
- Public involvement
- Policy Development and Guidance
- Preparation of ordinances and resolutions
- City Commission Presentations
- Project Management/Programming
- Engineering Contract Administration
- Grant application & management
- Coordination services for emergency management
- Detailed designs to include, but not be limited to:
- Bicycle/pedestrian paths and sidewalks
- Roadway & drainage design
- Intersection Improvements
- Municipal Site Improvements
- Median beautification
- Traffic Studies / Traffic Calming
- Roundabouts
- Canal/lake dredge and fill
- Landscaping plans
- Streetscape projects
- Storm water Management
- Drainage Studies & Modeling
- Storm water pollution prevention plans
- Water, sewer and reclaimed water distribution
- Traffic control/maintenance of traffic
- Standard details manuals
- Minor bridges

- Feasibility studies
- Seawalls
- Erosion control
- Pier or other municipally owned structure inspections
- Design surveys
- Legal descriptions
- NPDES assistance
- Flood plain management
- Mapping of the City's infrastructure
- Engineering Plan review (site plans and building permits)
- Creation of "quiet zones" at railroad crossings
- Assistance with monitoring the City's closed landfill

Community Services Projects:

- Urban and Site-Planning Services

Utilities Projects:

- Administration
  GIS: GPS Locating of Infrastructure - Mapping Services
  Water Systems Building Design and Construction
  Conservation Plan Development
  Utilities Master Planning
  Utilities Rate Study
  SPCC Compliance
  Standard Specifications Standard Details Development

- Power Plant
  Back-up Battery Replacements
  2400/480 Volt Breaker Rebuild
  Continuous Emissions Monitor
  HazMat Storage Building
  MU-1 and MU5 Center Section Overhaul
  MU-1 and MU 5 Generators
  M-Unit Voltage Regulators
  Boiler Demolitions
  GT-2 Major Overhaul

- Transmission and Distribution
  Replacement of Intracoastal Cable Crossing
  Distribution System Reliability Upgrades
  Upgrade of SCADA
  4kV to 26kV System Conversion
  Replacement of 138kV Blade Switches and Breakers
  Maintenance of Operations Display Board

Systematic OCB Replacement
Staking and Engineering Analysis Program
Canal Transformer Addition
System Relay Upgrades
Canal 26.4kV Tie Circuit to Main
FPL Military Tie Line
Re-insulating 138kV Line
Construction of 138kV/26.4kV Substation
Fiber Optic Communications to Remote Sites
Electronic Meter Reading
NERC Compliance Assistance

Once Continuing Contracts are in place, the City reserves the right to decide which of the selected firms will be chosen to provide the services required. In keeping with FS 287.055, the City may use these continuing contracts to evaluate qualifications pertinent to the requirements of a given project and order work as described below:

- **All "studies" valued greater than Category II (currently $35,000), and less than or equal to Category III (currently $65,000), and**
- **All construction projects with costs less than or equal to $2,000,000.**

For projects with estimated values that fall within the amounts reflected above, and prior to the selection of a firm to perform a particular task, the City will endeavor to issue a Request for Letters of Interest to all firms with a continuing contract <u>within that particular discipline</u>, and will evaluate the responses from those interested firms, in addition to the existing qualifications already on file.

For required work with estimated value <u>*less than*</u> the amounts reflected above, the CCNA Statute does not apply, and the City may, at its option, engage any firm which is duly authorized to perform the required services in the State of Florida. For these "low-dollar" procurements, it will be the City's option to use the pre-qualified firms with continuing contracts, other firms, or to negotiate a proposal outside of the terms and conditions of the existing continuing contract.

As it is the intention of the City to maintain a manageable number of firms, and further, to afford through these continuing contracts, for a wide breadth of professional service disciplines, the City reserves the right to terminate existing continuing contracts within the agreed-to termination language of the contract, AND to add to its consultant base, by allowing, at its discretion, the addition of supplementary firms as required or requested. As needed, and subsequent to the contracts awarded as a result of this solicitation, the City may request the submittal of qualifications from additional firms, for evaluation, on an as-needed basis, to meet its changing needs.

These continuing contracts shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on the annual "Fee Schedule" and any additional negotiated services required within the scope of work.

"Fee Schedules" for the continuing contract shall be established based on the following:

- Maximum Overhead – 168%
- Maximum Profit – 12%
- Maximum FCCM – 1.50%
- Maximum Multiplier – 301.66% (providing no single item above is exceeded)
- Existing Hourly Rates for each firm (based on an audited or auditable financial package)

Please do not provide these numbers with your letter of interest. Your acceptance of the above maximums will suffice.

FS 287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the total amount paid by the agency for professional services.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which construction costs do not exceed $2 million, for study activity when the fee for such professional service does not exceed $200,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general firm or a certified or registered building firm as the qualifying agent; or

2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for qualifications, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

(a) Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE ($325,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider qualifications for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE ($325,000) or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000).

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.--

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR ($195,000), the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for

professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.--On any professional service contract for which the fee is over $25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a

professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will subsequently establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of

that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387.

287.017 Purchasing categories, threshold amounts; procedures for automatic adjustment by department.--

(1) The following purchasing categories are hereby created:

(a) CATEGORY ONE: $20,000.

(b) CATEGORY TWO: $35,000.

(c) CATEGORY THREE: $65,000.

(d) CATEGORY FOUR: $195,000.

(e) CATEGORY FIVE: $325,000.

(2) The department shall adopt rules to adjust the amounts provided in subsection (1) based upon the rate of change of a nationally recognized price index. Such rules shall include, but not be limited to, the following:

(a) Designation of the nationally recognized price index or component thereof used to calculate the proper adjustment authorized in this section.

(b) The procedure for rounding results.

(c) The effective date of each adjustment based upon the previous calendar year data.

History.--ss. 5, 13, ch. 86-204; ss. 12, 34, ch. 90-268; s. 3, ch. 96-236; s. 17, ch. 98-65; s. 75, ch. 98-279; s. 43, ch. 99-399; s. 9, ch. 2002-207.

EXHIBIT "A"

PROPOSER INFORMATION PAGE

(This page must be completed and inserted in the First Section)

RFQ 12-13-302

Company Name: _____

Authorized Signature: _____

Signature Print Name

Title: _____

Corporate Address: _____

Street

_____

City State Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Remit To Address:

_____

Street

_____

City State Zip Code

Web Site (if applicable:_____

Federal ID No.:_____ This is a requirement of every Proposer.

EXHIBIT "B"

CONFIRMATION OF DRUG-FREE WORKPLACE**

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:

**** If this form is not returned, the City will assume the Proposer has not implemented a drug-free workplace program.**

Exhibit "C"

REPRESENTATIONS AND DISCLOSURES

RFQ 12-13-302

STATE OF _____}
} SS:
COUNTY OF _____}

I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the City and the Proposer.

2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.

3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.

4. Proposer has not filed for bankruptcy in the past five (5) years.

5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.

6. 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 and are not listed on the Florida convicted vendor list.

7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFQ and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.

8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar

service in the Southeast Region of the United States during the preceding twelve (12) month period.

9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFQ will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: _____

Officer's Name: _____ Title: _____

Signature: _____

AFFIRMED AND SIGNED before me this _____ day of _____, 2013

by _____ *(name)* as _____ *(title)* of

_____ *(Proposer firm)*, and who is personally known to me

or produced _____ as identification.

_____

Notary Public

Notary Stamp:

EXHIBIT "D"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

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

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 2013

Personally known _____ _____

OR produced identification_____ Notary Public – State of_____

_____ My commission expires_____
(Type of identification)

_____
(Signature of notary public)

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

A.D.A. ENGINEERING, INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **A.D.A. ENGINEERING, INC.,** a foreign corporation authorized to do business in the State of Florida, whose local business address is 8550 NW 33 Street, Suite 202, Doral, FL 33122 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. MAPPING and GIS

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

A.D.A Engineering, Inc.
8550 NW 33 Street, Suite 202
Doral, FL 33122

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **A.D.A ENGINEERING, INC.**

By: _____

[Corporate Seal]

Print Name: Ivette O. Argudin

Title: Executive Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of May, 2014 by Ivette O. Argudin, as Executive Vice President (title), of A.D.A. Engineering, 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.

VIVIAN MARTINEZ
MY COMMISSION # EE 044711
EXPIRES: November 23, 2014
Bonded Thru Notary Public Underwriters

Notary Public
_____
Print Name: Vivian Martinez
My commission expires: 11/23/2014

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

FEE SCHEDULE

Firm: A.D.A. Engineering, Inc.
Contract: CCNA Continuing Services Contract, RFP 12-13-302
Discipline: Mapping / GIS

Classification	Rate
Project Manager	145
Senior Engineer	176
Project Engineer	136
Staff Engineer	91
Senior Engineering Technician	87
Administrative	75

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

BRIDGE DESIGN ASSOCIATES INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Bridge Design Associates Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 1402 Royal Palm Beach Blvd, Suite 200, Royal Palm Beach, FL 33411 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Structural Engineering

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Bridge Design Associates Inc.
1402 Royal Palm Beach Blvd., Suite 200
Royal Palm Beach, FL 33411

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **BRIDGE DESIGN ASSOCIATES INC.**

By: _____

[Corporate Seal]

Print Name: BRIAN C. RHEAULT

Title: PRESIDENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29th day of May, 2014 by BRIAN C RHEAULT, as PRESIDENT (title), of BRIDGE DESIGN ASSOCIATES 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: _____

MY COMMISSION # FF 067996
EXPIRES: March 2, 2018
Bonded Thru Notary Public Underwriters

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services.**

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

CITY OF LAKE WORTH
Task Order Basis - Fee Schedule

FIRM: **BRIDGE DESIGN ASSOCIATES, INC.**

1402 Royal Palm Beach Blvd., Building 200
Royal Palm Beach, Florida 33411
Contact: Brian C. Rheault

email:bridgebbd@aol.com
Phone: (561) 686-3660 Fax: (561) 791-1995

Fee Schedule - Fiscal Year		
Firm Name	**BRIDGE DESIGN ASSOCIATES, INC.**	
	Raw Rate	*Burdened Rate
Chief Engineer / BCR	68.00	195.00
Project Manager / JRB	64.35	185.00
Project Engineer / TAD	32.19	92.00
Engineer / Engineer Intern / LAK - CBL	27.71	80.00
Designer / TSS	25.38	73.00
CADD / Computer Technician	32.40	93.00

Multiplier:

Salary	1.00
Overhead & Fringe	1.77
Subtotal	2.77
10% Profit	0.10
TOTAL	2.87

Sub-Consultants **N/A**

S:\PERSONNEL\Kim\Certifications RFP - RFQ - Presentations\Lake Worth Annual contract Rate Schedule 03-2014.wpd

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

CHEN MOORE AND ASSOCIATES

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Chen Moore and Associates**, a corporation authorized to do business in the State of Florida, whose local business address is 500 Australian Avenue South, Suite 530, West Palm Beach, FL 33401 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. MAPPING and GIS

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered **primary and shall not be canceled or materially changed without at least thirty (30) days' notice** to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Chen Moore and Associates
500 Australian Avenue South, Suite 530
West Palm Beach, FL 33401

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **CHEN MOORE AND ASSOCIATES**

By: _____

[Corporate Seal]

Print Name: Peter Moore

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of May, 2014 by Peter Moore, as President (title), of Chen Moore & Assoc, 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-STATE OF FLORIDA
Kathryn J. Horrigan
Commission #DD997048
Expires: JUNE 01, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Public
_____
Print Name: Kathryn J Horrigan
My commission expires: 6/1/2014

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

CHEN MOORE AND ASSOCIATES
2014 Labor Rate Schedule

TITLE	HOURLY RATE
PRINCIPAL	$ 215.00
SENIOR PROJECT MANAGER	$ 165.00
SENIOR PROFESSIONAL ENGINEER	$ 145.00
SENIOR LANDSCAPE ARCHITECT	$ 145.00
SENIOR CONSTRUCTION INSPECTOR	$ 140.00
SENIOR PROJECT ENGINEER	$ 130.00
PROJECT ENGINEER	$ 120.00
SENIOR DESIGNER	$ 110.00
GIS SPECIALIST	$ 110.00
LANDSCAPE ARCHITECT	$ 100.00
CEI INSPECTOR	$ 80.00
SENIOR TECHNICIAN / CADD DESIGNER	$ 95.00
TECHNICIAN / CADD DESIGNER	$ 75.00
SENIOR ADMINISTRATIVE ASSISTANT	$ 100.00
ADMINISTRATIVE ASSISTANT / CLERICAL	$ 65.00
ENGINEERING INTERN OR JUNIOR ENGINEER	$ 60.00

Rates are set for 1 year from contract date, after which they may be subject to negotiation

CHEN MOORE AND ASSOCIATES
2014 Expenses Rate Schedule

Type	RATE	
Reproduction/Copying		
8 ½ X 11 Black & White	$ .15	Per sheet
8 ½ X 11 Color	$ 1.00	Per sheet
11 X 17 Black & White	$ .30	Per sheet
11 X 17 Color	$ 2.00	Per sheet
24 X 36 Black & White	$ 3.00	Per sheet
24 X 36 Color	$ 18.00	Per sheet
Other		
Mileage	$ .56	per mile
Density Tests	$ 30.00	each

Rates are set for 1 year from contract date, after which they may be subject to negotiation

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

CPH INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **CPH Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 500 West Fulton Street, Sanford, FL 32771 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Architecture

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

CPH Inc.
500 West Fulton Street
Sanford, FL 32771

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **CPH INC.**

By: _____

[Corporate Seal]

Print Name: David A. Gierach

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of May, 2014 by David A. Gierach, as President (title), of CPH, 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 State of Florida
Patricia Hunt
My Commission EE090328
Expires 07/13/2015

Notary Public _____

Print Name: Patricia Hunt
My commission expires: _____

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES FOR

_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

City of Lake Worth
CCNA Continuing Services Contract
RFP 12-13-302

Date: March 31, 2014

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE
CONSULTANT NAME: **CPH, Inc.**

Project Position or Classification	Current Direct Payroll	Multiplier	Hourly Rate to be Charged
Principal	$61.58	3.0	$184.74
Sr. Project Manager	$47.30	3.0	$141.90
Project Manager	$37.57	3.0	$112.71
Project Engineer	$28.58	3.0	$85.74
Project Designer	$32.87	3.0	$98.61
Sr. Traffic Engineer	$42.24	3.0	$126.72
Traffic Engineer	$26.92	3.0	$80.76
Principal Environmental Scientist	$43.82	3.0	$131.46
Senior Environmental Scientist	$33.86	3.0	$101.58
Environmental Scientist	$26.70	3.0	$80.10
GIS Analyst	$27.88	3.0	$83.64
Principal Planner	$39.89	3.0	$119.67
Sr. Planner	$39.60	3.0	$118.80
Principal Architect	$46.71	3.0	$140.13
Senior Architectural Manager	$33.84	3.0	$101.52
Architect	$28.76	3.0	$86.28
Architectural Designer	$24.30	3.0	$72.90
Principal MEP Engineer	$45.67	3.0	$137.01
MEP Project Designer	$26.21	3.0	$78.63
MEP Design Technician	$18.87	3.0	$56.61
Principal Landscape Architect	$46.12	3.0	$138.36
Sr. Landscape Architect	$39.65	3.0	$118.95
Sr. Landscape Designer	$25.89	3.0	$77.67
Landscape Designer	$21.31	3.0	$63.93
Project Coordinator	$21.33	3.0	$63.99
Sr. Design Technician	$26.16	3.0	$78.48
Design Technician	$22.51	3.0	$67.53
Sr. CADD Technician	$21.71	3.0	$65.13
CADD Technician	$15.84	3.0	$47.52
Senior Graphic Designer	$37.82	3.0	$113.46
Graphic Designer	$20.08	3.0	$60.24
Administrative	$23.23	3.0	$69.69
Clerical II	$16.84	3.0	$50.52
Clerical I	$12.57	3.0	$37.71
Sr. Construction Manager	$39.42	3.0	$118.26
Construction Field Representative II	$32.08	3.0	$96.24
Principal Surveyor	$44.15	3.0	$132.45
Sr. Professional Surveyor	$37.04	3.0	$111.12
Field Technician/Designer	$22.21	3.0	$66.63
Survey Project Manager/CADD	$29.26	3.0	$87.78
Field Crew Coordinator	$22.70	3.0	$68.10
Survey Party Chief	$19.47	3.0	$58.41
Survey Instrument Man	$17.49	3.0	$52.47
Surveying Sr CADD Tech	$27.97	3.0	$83.91
Surveying CADD Tech	$18.00	3.0	$54.00
Survey Crew (2 Man)	**	n/a	$130.00
Survey Crew (Construction Staking - 2 Man)	**	n/a	$155.00
Survey Crew (3 Man)	**	n/a	$150.00
GPS (1 Man) / Robotics	**	n/a	$125.00
GPS (2 Man)	**	n/a	$160.00
1 Man Scanner/Laser Survey Crew	**	n/a	$260.00
2 Man Scanner/Laser Survey Crew	**	n/a	$285.00
Multiplier is 3.0 including profit.			

**Note: Includes equipment cost and operational cost related to equipment.

I hereby certify that the hourly rates and multiplier are true and correct.

David A. Gierach, President

3-31-14
Date

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

CRAVEN THOMPSON & ASSOCIATES INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Craven Thompson & Associates Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 3563 NW 53rd Street, Fort Lauderdale, FL 33309 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Civil Engineering;
2. Survey.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by

the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and

the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the

obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the

CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and

Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Craven Thompson & Associates Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall

have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever

possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **CRAVEN THOMPSON & ASSOCIATES INC.**

By: _____

[Corporate Seal]

Print Name: PATRICK J. GIBNEY, P.E.

Title: Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29th day of May, 2014 by Patrick J. Gibney, P.E., as Vice President (title), of Craven Thompson & Associates, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

PATRICIA D. JOYCE
MY COMMISSION EXPIRES
March 23, 2018
#FF 073030
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public
_____
Print Name: PATRICIA D. JOYCE
My commission expires: March 23, 2018

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

CRAVEN THOMPSON & ASSOCIATES, INC.

HOURLY FEE SCHEDULE

Hourly Fee Schedule

Principal	$220/Hour
Principal Engineer	$180/Hour
Senior Supervising Engineer	$160/Hour
Principal Surveyor/Landscape Architect/Planner	$145/Hour
Director of Construction Management	$135/Hour
Senior Engineer/Senior Landscape Architect	$120/Hour
Landscape Architect/Senior Planner	$115/Hour
Professional Land Surveyor	$110/Hour
Project Engineer/Surveyor/Planner/Biologist/Landscape Designer	$105/Hour
Senior Field Representative	$90/Hour
Senior CADD Technician	$80/Hour
Field Representative	$80/Hour
Clerical	$65/Hour
Survey Field Crew (2-Man Crew)	$115/Hour
Survey Field Crew (3-Man Crew)	$145/Hour
Survey Crew with Laser Scan (3-Man Crew)	$250/Hour
Expert Witness Testimony	$275/Hour
Court Appearances	$300/Hour

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

CURRIE SOWARDS AGUILA ARCHITECTS

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Currie Sowards Aguila Architects** a corporation authorized to do business in the State of Florida, whose local business address is 185 NE 4th Avenue, Suite 101, Delray Beach, FL 33483 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Architecture

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Currie Sowards Aguila Architects
185 NE 4th Avenue, Suite 101
Delray Beach, FL 33483

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **CURRIE SOWARDS AGUILA ARCHITECTS**

By: _____

[Corporate Seal]

Print Name: José N. Aguila

Title: Principal

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 29th day of May, 2014 by José N. Aguila, as principal (title), of CSA Architects, 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: J. Whitley
My commission expires: 11/20/2014

J. WHITLEY
Commission # EE 032097
Expires November 20, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

CURRIE
SOWARDS
AGUILA
architects

ARCHITECTURAL HOURLY SERVICES
CALENDAR YEAR 2014

ARCHITECTURE:

Principal	$175.00
Project Architect	$150.00
Project Manager	$125.00

TECHNICIANS:

Cadd Tech I	$85.00
Cadd Tech II	$65.00

OFFICE SUPPORT:

Office Support Staff	$45.00

Architecture, Planning, Interiors, Sustainable Design

185 NE 4th Avenue, Suite 101, Delray Beach, FL 33483 T 561-276-4951 F 561-243-8184 www.csa-architects.com AA26001584

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

DUNKELBERGER ENGINEERING & TESTING, A TERRACON COMPANY

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Dunkelberger Engineering & Testing, A Terracon Company,** a corporation authorized to do business in the State of Florida, whose local business address is 1225 Omar Road, West Palm Beach, FL 33405 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Geotechnical Engineering

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Dunkelberger Engineering & Testing, A Terracon Company
1225 Omar Road
West Palm Beach, FL 33405

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **DUNKELBERGER ENGINEERING & TESTING, A TERRACON COMPANY**

By: _____

[Corporate Seal]

Print Name: MICHAEL J. O'CONNOR

Title: SENIOR ASSOCIATE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11th day of June, 2014 by Michael J. O'Connor as Senior Associate (title), of Dunkelberger Eng. & Testing, a Terracon Co., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Personally Known as identification.

CAROL L PANTO
MY COMMISSION # FF 083929
EXPIRES: March 13, 2018
Bonded Thru Notary Public Underwriters

Notary Public _____
Print Name: CAROL L. PANTO
My commission expires: 3/13/18

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

RATE SCHEDULE
GEOTECHNICAL ENGINEERING & TESTING SERVICES

SUBSURFACE EXPLORATIONS

Note: * Boring Footage Unit Rates include logging of the borings by an engineer or geologist with a minimum 2 years experience in field sampling. Tests include execution by an engineer or geologist with a minimum 2 years experience in field testing.

A. MOBILIZATION (includes drill rig mileage)

	Unit Cost	Unit of Measure
Mud Bug - Round Trip		
(Not accessible to truck mounted equipment)		
0 - 50 Miles	$450.00	mobilization
50 - 75 Miles	$500.00	mobilization
75 - 100 Miles	$550.00	mobilization
100 + Miles	$600.00	mobilization
Truck - Mounted Rig Note: these rates apply for the cone trucks as well		
0 - 50 Miles	$250.00	mobilization
50 - 75 Miles	$300.00	mobilization
75 - 100 Miles	$350.00	mobilization
100 + Miles	$400.00	mobilization
Amphibious		
(Not accessible to truck mounted equipment)		
0 - 50 Miles Note:TBN indicates to be negotiated on a per task order basis	TBN	mobilization
50 - 75 Miles	TBN	mobilization
75 - 100 Miles	TBN	mobilization
100 + Miles	TBN	mobilization
Water Truck - Round Trip		
0 - 50 Miles	$185.00	mobilization
50 - 75 Miles	$230.00	mobilization
75 - 100 Miles	$280.00	mobilization
100 + Miles	$330.00	mobilization

B. BORINGS - All Inclusive, irrespective of hardness. (* see note above for all asterisk marked items)

	5-FT SAMPLE INTERVALS	
0 - 50 ft	$24.00	lf
50 - 100 ft	$28.00	lf
Furnish, install & remove casing (up to 4 inch diameter)		
0 - 50 ft	$6.00	lf
50 - 100 ft	$10.00	lf
Continuous Sampling- Extra Split Spoons*		
0 - 50 ft	$30.00	sample
50 - 100 ft	$35.00	sample
Undisturbed Samples*	$85.00	sample
Borehole Grouting		
0 - 50 ft depth	$5.00	lf

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

RATE SCHEDULE
GEOTECHNICAL ENGINEERING & TESTING SERVICES

	Unit Cost	Unit of Measure
C. OTHER SUBSURFACE SAMPLING METHODS (* see note above for all asterisk marked items)		
Wash Borings	$10.00	lf
Auger Borings, 3 or 4 inch Flight Auger*	$10.00	lf
Hand Auger Borings*	$12.00	lf
Muck Probes, 2-man crew* - Staff Engineer/Scientist plus Field Tech.	$125.00	hour
Rock Coring (Nx) minimum 5' run *	$40.00	lf
Rock coring (4-inch) minimum 5' run *	$54.00	lf
Mechanical Cone Soundings* (0 - 100-ft depth)	$13.00	lf
Electrical Dutch Cone Sounding* (0 - 100-ft depth)	$13.00	lf
Piezocone Soundings*(0 - 100-ft depth)	$20.00	lf
Piezocone Dissipation Monitoring *	$200.00	hour
D. MONITOR WELL INSTALLATION & TESTING (* see note above for all asterisk marked items)		
Less than 25-ft depth, price to be negotiated if numerous wells are to be installed for a given project		
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	$30.00	lf
Environmental (2-inch diameter)* 0 - 25-ft depth	$40.00	lf
Locking Well Covers & Pads	$200.00	pad
Developing wells with compressed air (2-person crew); plus air compressor cost + 10 %	$145.00	hour
Developing shallow wells with pumps (2-person crew); plus pump charge	$145.00	hour
Well sampling *	$70.00	hour
Decontamination - plus rental costs + 10% of rental costs	$120.00	hour
E. FIELD TEST (* see note above for all asterisk marked items)		
Field Permeability Tests - drilling not included *	$250.00	test
Exfiltration Tests (does not include backhoe) *	$350.00	test
Septic Tank Percolation Test *	$200.00	test

Part 3 ENGINEERING & ADMINISTRATIVE SUPPORT SERVICES

Principal Engineer	$155.00	hour
Senior Project Engineer / Scientist	$135.00	hour
Project Engineer / Scientist	$95.00	hour
Staff Engineer / Scientist	$85.00	hour
Senior Engineering Technician	$65.00	hour
Field Technician	$52.00	hour
Draftsman	$60.00	hour
Secretary	$45.00	hour
PDA Equipment	$650.00	day
Saximeter Equipment	$50.00	day
PDA Equipment Mobilization	$450.00	mobilization
CAPWAP Analyses, including Labor, Equipment and Software	$330.00	analyses
Wave Equation Analyses (WEAP), including Labor, Equipment and Software	$350.00	analyses
Vibration Monitor Equipment	$155.00	day

Miscellaneous expenses or outside professional services will be priced at cost plus 10%
Authorized travel expenses will be reimbursed in accordance with Section 112, Florida Statutes
Unit prices quoted shall include technican time at the laboratory/office
Soil boring/Drilling price quoted shall include visual inspection
Rates not included on the schedule or listed as TBN shall be negotiated on a work order basis

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

Exhibit: B

2014 CMET Fee Schedule

Bill Code	Description of Work	Unit	Rate
Professional and Administrative Services			
1110	Principal Engineer, per hour	hour	$175.00
1111	Registered Threshold Inspector	hour	$140.00
1115	Senior Engineer	hour	$150.00
1120	Project Engineer	hour	$125.00
1125	Staff Engineer	hour	$100.00
1150	Senior Project Manager	hour	$120.00
1155	Project Manager	hour	$110.00
1190	Clerical	hour	$55.00
Field Services			
1201	Engineering Technician	hour	$65.00
1205	Senior Engineering Technician	hour	$75.00
1223	Prestress/PCI Level II Inspector	hour	$70.00
1230	Asphalt Technician	hour	$65.00
1237	Batch Plant Technician	hour	$65.00
1241	Drilled Shaft Technician	hour	$70.00
1255	Certified Welding Inspector	hour	$75.00
1260	Metals NDT Technician	hour	$95.00
1280	Threshold/Special Inspector's Agent	hour	$75.00
Field Services - CONCRETE			
1662	Pachometer/Reinforcing Steel Locator (equipment only)	day	$50.00
1666	Calcium Chloride Moisture Emmission Test (kit only)	each	$45.00
1667	Schmidt Rebound Hammer - Swiss Hammer (equipment only)	day	$55.00
1668	Windsor Probes (Set of 3 probes)	set	$55.00
1669	Windsor Probe Device (equipment only)	day	$75.00
1670	Floor Flatness Testing (All Inclusive, up to 15,000 s.f. of pour area)	each	$695.00
1700	Relative Humidity (equipment only)	day	$145.00
1701	Relative Humidity Sensor	each	$50.00
Field Services -STRUCTURAL STEEL			
1680	UT Machine & Consumables (equipment only)	day	$200.00
1681	Skidmore (equipment only)	day	$100.00
1682	Torque Wrench (equipment only)	day	$75.00
1683	Magnetic Particle (equipment only)	day	$100.00
1684	Dye Penetrant Equipment (equipment only)	day	$100.00

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

Exhibit: B

2014 CMET Fee Schedule

Bill Code	Description of Work	Unit	Rate
Field Services - FIREPROOFING			
3362	SFRM Adhesion/Cohesion	hour	$65.00
3365	SFRM Density	each	$70.00
3370	Intumescent Fireproofing (equipment only)	day	$75.00
Laboratory Services - SOILS			
2001	Atterberg Limit	each	$95.00
2003	Grain Size Analysis	each	$60.00
2007	Organic Content	each	$45.00
2011	Sieve Analysis (Wash through No. 200 sieve)	each	$42.00
2039	Standard Proctor	each	$100.00
2046	Modified Proctor	each	$100.00
2055	Limerock Bearing Ratio	each	$300.00
2056	Florida Bearing Ratio	each	$35.00
2061	Corrosion Series (pH, Resistivy, chloride, sulfate)	each	$175.00
2090	Soil Cement Compression, 3 pills per set	set	$90.00
Laboratory Services - ASPHALT			
2501	Extraction & Gradation (Already Mixed)	each	$175.00
2502	Extraction only (Already Mixed)	each	$110.00
2504	Marshall Density Stability & Flow (Already Mixed), set of 3 pills	each	$120.00
2506	Core Density and Thickness	each	$35.00
2530	Extraction, Gradation, Rice & Gyratory Compaction, set of 2 pills	each	$310.00
Laboratory Services - CONCRETE			
3324	Compressive Strength, per cylinder	each	$15.00
3331	Flexural Strength of beams	each	$45.00
3335	Shotcrete Panel (set of 3 specimens Cored & Tested)	set	$175.00
3338	Compressive Strength of Concrete Cylinders - Set of 5	set	$62.50
3352	Full Petrographic Analysis of Core or Cylinder	each	$1,500.00
3355	Compressive Strength, Concrete Core	each	$50.00
3360	Lightweight Insulating Concrete, Compressive Strength (set of 3)	set	$45.00
3361	Lightweight Insulating Concrete, Dry Density (set of 3)	set	$45.00

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

Exhibit: B

2014 CMET Fee Schedule

Bill Code	Description of Work	Unit	Rate
Laboratory Services - MASONRY			
4001	CMU Gross & Net Area,Absorption,Density,Moisture Content	each	$65.00
4002	CMU Compressive Strength; Standard 6" or 8" Block	each	$65.00
4003	Compressive Strength of Masonry Block Prism (hollow)	each	$130.00
4005	6" & 8" Block Grouted Prisms	each	$300.00
4007	Compressive Strength of 3.5" x 3.5" x 7" Grout Prism	each	$15.00
4008	Compressive Strength of 2" x 2" x 2" Mortar Cube or 3" cylinder	each	$15.00
CORING SERVICES			
1653	Coring Equipment Mobilization	day	$325.00
TRAVEL EXPENSES			
1610	Per Diem	day	$45.00
1611	Lodging	Cost + 15%	
1615	Mileage	mile	$0.64
1620	Trip Charge	trip	$25.00

Notes:
1. Hourly rates for technicians are portal to portal.
2. An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 4:00 pm to 7:00 am, weekends, holidays, and over 8 hours per day.
3. Consultation/meetings will be invoiced at the applicable hourly rate plus mileage.
4. Rates for services not listed will be provided, as requested.

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

ECO ADVISORS, LLC

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Eco Advisors, LLC,** a corporation authorized to do business in the State of Florida, whose local business address is 3931 RCA Blvd, Suite 3114, Palm Beach Gardens, FL 33410 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Environmental Engineering

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Eco Advisors, LLC
3931 RCA Blvd, Suite 3114
Palm Beach Gardens, FL 33410

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **ECO ADVISORS, LLC**

By: _____

[Corporate Seal]

Print Name: John R. Poggi

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27 day of MAY, 2014 by JOHN POGGI, as PRESIDENT (title), of ECOADVISORS, 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 _____ as identification.

PATRICIA ANN HERLEHY
Notary Public - State of Florida
My Comm. Expires Sep 21, 2014
Commission # EE 28241
Bonded Through National Notary Assn.

Notary Public _____
Print Name: PATRICIA HERLEHY
My commission expires: 9/21/14

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

ECO ADVISORS, LLC
ENGINEERING A SUSTAINABLE FUTURE

Fee Schedule - Environmental Engineering
Effective Date:

Description	Unit	Rate
[redacted]		
Cert. Industrial Hygienist (CIH)	Hour	$150.00
Florida Licensed Asbestos Consultant	Hour	$150.00
Professional Engineer (PE)	Hour	$150.00
EPA Lead Risk Assessor (LRA)	Hour	$125.00
Project Manager	Hour	$125.00
Project Scientists	Hour	$110.00
Environmental Scientist II	Hour	$95.00
Environmental Scientist I	Hour	$65.00
CAD Designer	Hour	$65.00
Administrative Assistant/Clerical	Hour	$45.00
[redacted]		
Asbestos Training	Hour	$100.00
IAQ/Lead/Radon Training	Hour	$100.00
[redacted]		
Rates vary depending on requested Scope of Work proposal may include inspection, deposition, expert testimony, etc.		Per Scope of Work
[redacted]		
Tools of the Trade (Hand tools, flashlights, cameras, ladders)	Per day	No Charge
Building Science Kit (Graywolf monitoring system, particle counter, hygrometer, moisture meters, data logger, thermal imaging camera, micromanometer)	Per day	$200.00
Fungal spore trap or viable N6 sampling kit (includes pumps, cassettes, media, and primary calibrator)	Per day	$60
Organic Vapor Analyzer (Odor/chemical investigations)	Per day	$125
XRF –for lead services	Per day	$300
Groundwater Sampling Kit (multi-meter, turbidity meter, peristaltic pump/tubing, GPS unit, depth to water probe)	Per day	$140
Soil Sampling Kit (includes stainless steel augers, stainless sampling wear, and support equipment)	Per day	$50
Organic Vapor Analyzer (OVA-FID/PID)	Per day	$125
Other equipment (rented or purchased)		Cost + 10%
Laboratory Services		Cost + 10%
Sample Shipping		Cost + 10%
[redacted]		
Other direct costs		Cost + 10%
Mileage	Per mile	$0.65

*Subject to revision with written notice to Client

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

ENGENUITY GROUP INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Engenuity Group Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 1280 North Congress Avenue, Suite 101, West Palm Beach, FL 33409 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Survey

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Engenuity Group Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **ENGENUITY GROUP INC.**

By: _____

[Corporate Seal]

Print Name: KEITH B. JACKSON

Title: VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3RD day of JUNE, 2014 by KEITH B. JACKSON as VICE PRESIDENT (title), of ENGENUITY GROUP, 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.

LISA BROZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE876283
Expires 3/17/2017

Notary Public _____

Print Name: LISA BROZ

My commission expires: 3/17/2017

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services.**

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

A Higher Standard of Excellence

engenuity group inc.

ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.,

KEITH B. JACKS

LISA A. TROPE

LAKE WORTH 2013-2014 FEE SCHEDULE

PRESIDENT	$198.00
SR. CORPORATE OFFICER	$186.00
DEPARTMENT DIRECTOR	$172.00
SR. PROJECT MANAGER	$152.00
PROJECT MANAGER	$140.00
SR .PROJECT LAND SURVEYOR	$118.00
PROJECT LAND SURVEYOR	$104.00
SR. AUTOCAD/GIS TECH	$108.00
AUTOCAD/GIS TECH	$96.00
SR. TECHNICIAN	$87.00
TECHNICIAN	$77.00
3 PERSON SURVEY CREW	$152.00
2 PERSON SURVEY CREW	$127.00
SR. ADMIN. ASSISTANT	$69.00
ADMINISTRATIVE ASSISTANT	$64.00
CLERICAL	$46.00
COURIER	$46.00

Reimbursable Expenses

8 1/2 x 11 B/W Copies	$0.25
8 1/2 x 11 Color Copies	$0.50
In- House Blackline Prints 24 x 36	$2.00
Mylars 24 x 36	$8.00
Mileage (Subject to IRS adjustments)	$0.56
Fax	$0.25
Scanned Print (8 1/2 x 11, 8 1/2 x 14, 11 x 17)	$0.50
Scanned Print 24 x 36	$2.00
Color Plot 24 x 36	$15.00
Postage	Cost
Outside Printing	Cost + 1.5%
Outside Consultant	Cost + 1.5%

Fees are Subject to Annual Increase in accordance with the Consumer Price Index

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Gentile Glas Holloway O'Mahoney & Assoc**, a corporation authorized to do business in the State of Florida, whose local business address is 1907 Commerce Lane, Suite 101, Jupiter, FL 33458 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Landscape Architecture

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Gentile Glas Holloway O'Mahoney & Assoc
1907 Commerce Lane, Suite 101
Jupiter, FL 33458

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOC.**

By: _____

[Corporate Seal]

Print Name: GEORGE G. GENTILE

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 11 day of June, 2014 by George G. Gentile, as President (title), of Gentile Glas Holloway O'Mahoney 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: Kelli Jo Thomasson
My commission expires: _____

KELLI JO THOMASSON
MY COMMISSION # FF 085456
EXPIRES: February 26, 2018
Bonded Thru Notary Public Underwriters

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services.**

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

HOURLY RATES

City of Lake Worth
RFQ # 12-13-302
Request for Letters of Interest
and Professional Qualifications
Continuing Contracts for Professional Services

RATE CATAGEORY	HOURLY BASE SALARY	MULTIPLIER	HOURLY RATE
Gentile Glas Holloway O'Mahoney - Landscape Architects			
PROJECT MANAGER	$50.79	2.97	$150.85
SR. LANDSCAPE ARCH	$43.50	2.97	$129.20
PROJECT LANDSCAPE ARCH.	$39.15	2.97	$116.28
CADD/DRAFTSMAN	$25.11	2.97	$74.58
IRRIGATION DESIGNER*	$36.05	2.97	$107.07
SR. PLANNER	$49.20	2.97	$146.12
PLANNER	$33.47	2.97	$99.41

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

KEITH AND SCHNARS

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Keith and Schnars,** a corporation authorized to do business in the State of Florida, whose local business address is 6500 North Andrews Avenue, Fort Lauderdale, FL 33309 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Transportation/Traffic

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Keith and Schnars
6500 North Andrews Avenue
Fort Lauderdale, FL 33309

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **Keith and Schnars**

By: _____

[Corporate Seal]

Print Name: Michael L. Davis

Title: Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 2nd day of June, 2014 by Michael L.Davis, as Vice President (title), of Keith and Schnars, P.A., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following personally known as identification.

MARLENE PINNOCK
MY COMMISSION # EE 142118
EXPIRES: February 13, 2016
Bonded Thru Notary Public Underwriters

Notary Public _____
Print Name: MARLENE PINNOCK
My commission expires: FEB 13, 2016

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant: Keith and Schnars, P.A.

By:_____

Print Name: Michael L. Davis
Print Title: Vice President

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

City of Lake Worth			
Consultant	Item	Rate	
Keith and Schnars, P.A.	Principal	$	250.00
Keith and Schnars, P.A.	CEI Senior Project Engineer	$	180.00
Keith and Schnars, P.A.	Chief Engineer	$	180.00
Keith and Schnars, P.A.	Claims Analyst	$	180.00
Keith and Schnars, P.A.	Senior Landscape Architect	$	175.00
Keith and Schnars, P.A.	Senior Project Engineer	$	175.00
Keith and Schnars, P.A.	Senior Engineer	$	160.00
Keith and Schnars, P.A.	Project Manager	$	150.00
Keith and Schnars, P.A.	Senior Environmental Scientist	$	150.00
Keith and Schnars, P.A.	Chief Scientist	$	140.00
Keith and Schnars, P.A.	Senior Planner	$	140.00
Keith and Schnars, P.A.	Chief Utility Coordinator	$	130.00
Keith and Schnars, P.A.	Project Engineer	$	130.00
Keith and Schnars, P.A.	Landscape Architect	$	125.00
Keith and Schnars, P.A.	Senior Surveyor & Mapper	$	124.00
Keith and Schnars, P.A.	CEI Project Administrator/CEI Project Engineer	$	120.00
Keith and Schnars, P.A.	Engineer	$	120.00
Keith and Schnars, P.A.	Landscape Designer	$	115.00
Keith and Schnars, P.A.	Senior Utility Coordinator	$	114.00
Keith and Schnars, P.A.	Senior Scientist	$	110.00
Keith and Schnars, P.A.	CEI Contract Support Specialist	$	104.00
Keith and Schnars, P.A.	Designer	$	100.00
Keith and Schnars, P.A.	Public Information Officer	$	98.00
Keith and Schnars, P.A.	Surveyor & Mapper	$	97.00
Keith and Schnars, P.A.	Field Crew Supervisor	$	96.00
Keith and Schnars, P.A.	Planner	$	95.00
Keith and Schnars, P.A.	CEI Senior Inspector/Senior Engineer Intern	$	92.00
Keith and Schnars, P.A.	CEI ITS Inspector	$	90.00
Keith and Schnars, P.A.	Environmental Specialist	$	90.00
Keith and Schnars, P.A.	CADD/Computer Technician	$	88.00
Keith and Schnars, P.A.	Surveying Intern	$	85.00
Keith and Schnars, P.A.	Engineering Intern	$	80.00
Keith and Schnars, P.A.	Land Planner	$	80.00
Keith and Schnars, P.A.	Senior Engineering Technician	$	80.00
Keith and Schnars, P.A.	CEI Asphalt Plant Inspector	$	77.00
Keith and Schnars, P.A.	Utility Coordinator	$	77.00
Keith and Schnars, P.A.	GIS Specialist	$	75.00
Keith and Schnars, P.A.	Scientist	$	75.00
Keith and Schnars, P.A.	Survey Technician	$	75.00
Keith and Schnars, P.A.	Party Chief	$	74.00
Keith and Schnars, P.A.	CEI Inspector/Engineer Intern	$	68.00
Keith and Schnars, P.A.	Landscape Architect Intern	$	60.00
Keith and Schnars, P.A.	Secretary/Clerical	$	60.00
Keith and Schnars, P.A.	CEI Res Compliance Specialist	$	51.00
Keith and Schnars, P.A.	Instrument Man	$	45.00
Keith and Schnars, P.A.	Rod Man/Chain Man	$	37.60

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

KIMLEY-HORN AND ASSOCIATES, INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Kimley-Horn and Associates, Inc.,** a corporation authorized to do business in the State of Florida, whose local business address is 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Civil Engineering;
2. Structural Engineering;
3. Transportation/Traffic;
4. Landscape Architecture;
5. Water, Sewer and Hydro.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution

by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field

equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT

for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s)

and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written

notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the

services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the

CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof

of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding

or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this

Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein.

Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **Kimley-Horn and Associates, Inc.**

By: _____

[Corporate Seal]

Print Name: JERRY W INGRAM

Title: SR V.P

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3RD day of JUNE, 2014 by JERRY W. INGRAM, as SR. V.P. (title), of KIMLEY-HORN AND ASSOCIATES, INC. 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.

DIXIE L. MCGAFFICK
Commission # EE 014173
Expires September 24, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public _____
Print Name: DIXIE L. MCGAFFICK
My commission expires: 9/24/2014

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

Kimley-Horn
and Associates, Inc.

Current Fee Schedule

Rate Categories	Hourly Rate Range		
Support Staff	65.00	To	90.00
Technical Support	77.00	To	135.00
Senior Technical Support	120.00	To	185.00
Professional	100.00	To	190.00
Senior Professional	185.00	To	260.00
Principal	255.00	To	295.00

 JWA

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

MATHEWS CONSULTING, INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Mathews Consulting Inc.,** a corporation authorized to do business in the State of Florida, whose local business address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, FL 33401 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Civil Engineering;
2. Environmental Engineering;
3. Mechanical Engineering;
4. Planning;
5. Water, Sewer and Hydro.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution

by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field

equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT

for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s)

and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written

notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the

services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the

CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof

of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding

or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Mathews Consulting Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this

Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein.

Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **Mathews Consulting Inc.**

By: _____

[Corporate Seal]

Print Name: David Mathews

Title: Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of May, 2014, by David Mathews as Vice President (title), of Mathews Consulting, 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: Rene L. Mathews

My commission expires: 7-26-14

Notary Public State of Florida
Rene L Mathews
My Commission DD992233
Expires 07/26/2014

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

MATHEWS CONSULTING

CIVIL ENGINEERS

2014 Billable Rate Schedule

Classification	*Hourly Rate*
Principal Engineer	$150.00 - $160.00/hr
Senior Engineer – Level II	$142.00 - $150.00/hr
Senior Engineer – Level I	$137.00 - $142.00/hr
Engineer – Level II	$120.00 - $125.00/hr
Engineer – Level I	$112.00 - $117.00/hr
Senior Construction Inspector (RPR)	$104.00 - $110.00/hr
Construction Inspector	$85.00 - $90.00/hr
Sr. Engineering Technician	$104.00 - $108.00/hr
CADD Designer	$92.00 - $97.00/hr
Clerical	$65.00 - $70.00/hr

- Reimbursable Expenses – billed at direct costs
- Subconsultant Costs – billed with 10% markup

Prepared by: _____

Rene L. Mathews, President

Mathews Consulting, Inc., 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401
Phone: 561-655-6175 • Fax: 561-655-6179
www.mathewsconsultinginc.com

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

MOCK ROOS AND ASSOCIATES, INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Mock Roos and Associates, Inc.,** a corporation authorized to do business in the State of Florida, whose local business address is 5720 Corporate Way, West Palm Beach, FL 33407 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Civil Engineering;
2. Water, Sewer and Hydro-Geological Engineering.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and

any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any

other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory

services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a

conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for

such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this

Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting

business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is

forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Mock Roos and Associates, Inc.
Attn: Thomas A. Biggs
5720 Corporate Way
West Palm Beach, FL 33407

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any

fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and

conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: MOCK ROOS AND ASSOCIATES, INC.

By: _____

[Corporate Seal]

Print Name: Thomas A Biggs

Title: Executive Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 6th day of June, 2014 by Thomas A. Biggs, as EVP (title), of Mock Roos, 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: Jane E. Hayes
My commission expires: 8/15/17

JANE E. HAYES
Commission # FF 040421
Expires August 15, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____; email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

City of Lake Worth

2014 Rate Schedule

	Hourly Rates
Corporate Officer	$ 150.00
Senior Project Manager	$ 150.00
Senior Engineer	$ 145.00
Project Manager	$ 140.00
Project Engineer III	$ 135.00
Project Engineer II	$ 110.00
Project Engineer I	$ 85.00
Designer/CADD Technician	$ 95.00
Senior Field Representative	$ 90.00
Senior Administrative Assistant	$ 60.00

Table 95

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

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

STANLEY CONSULTANTS INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Stanley Consultants Inc.,** a corporation authorized to do business in the State of Florida, whose local business address is 1641 Worthington Road, Suite 400, West Palm Beach, FL 33409 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Mechanical Engineering

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Stanley Consultants Inc.
1641 Worthington Road, Suite 400
West Palm Beach, FL 33409

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT:

STANLEY CONSULTANTS INC.

By: _____

Print Name: John P. Downes

Title: Manager, Florida Operations

STANLEY CONSULTANTS, INC. CORPORATE SEAL IOWA
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 10th day of June, 2014 by John P. Downes, as Manager, FL Operations (title), of Stanley Consultants 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
Patricia A. Gringeri
Print Name: Patricia A. Gringeri
My commission expires: August 25, 2015

PATRICIA A. GRINGERI
MY COMMISSION # EE 111658
EXPIRES: August 25, 2015
Bonded Thru Notary Public Underwriters

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

Stanley Consultants

HOURLY FEES AND CHARGES

Fiscal Year 2014-2015

I. Compensation for office-based personnel in the contiguous United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	36.00	BC-11	119.00	BC-21	229.00
BC-2	44.00	BC-12	129.00	BC-22	241.00
BC-3	52.00	BC-13	140.00	BC-23	254.00
BC-4	60.00	BC-14	150.00	BC-24	267.00
BC-5	68.00	BC-15	161.00	BC-25	280.00
BC-6	76.00	BC-16	171.00	BC-26	295.00
BC-7	84.00	BC-17	183.00	BC-27	307.00
BC-8	92.00	BC-18	194.00	BC-28	325.00
BC-9	100.00	BC-19	205.00		
BC-10	109.00	BC-20	217.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule. When traveling by public carrier, the maximum charge will be eight hours per day.

II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	$0.65/mile
Automobile Assigned to Project Site	$45.00/cal. day
Four-Wheel Drive Vehicles	$0.80/mile
Four-Wheel Drive Vehicles Assigned to Project Site	$55.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Global Positioning System Receivers	$18.50/hour
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.

IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.

V. Charges are subject to revision on or after March 29, 2015.

REPRESENTATIVE POSITIONS

Classification	Position Title
BC 19 - 28	Officers Senior Officers
BC 15 - 24	Project Principal Senior Project Manager Senior Construction Manager Chief Engineer
BC 13 - 22	Principal Engineer/Scientist/Planner Construction Services Manager Chief Architect/Scientist/Planner
BC 11 - 20	Project Manager Senior Resident Project Representative Principal Architect/Scientist/Planner
BC 9 - 19	Senior Engineer/Architect/Scientist/Planner Design Manager
BC 9 - 16	Resident Project Representative Survey Manager Principal Designer
BC 6 - 15	Senior Construction Observer Engineer/Architect/Scientist/Planner Senior Designer
BC 5 - 14	Engineering Intern Senior Survey Crew Chief Designer
BC 4 - 13	Associate Designer Construction Observer Senior Technician Survey Crew Chief
BC 3 - 9	Survey Instrument Person Senior Administrative Assistant Technician
BC 1 - 5	Aide Associate Technician Administrative Assistant

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

STANTEC CONSULTING SERVICES INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Stantec Consulting Services Inc.,** a corporation authorized to do business in the State of Florida, whose local business address is 21301 Powerline Road, Suite 311, Boca Raton, FL 33433 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Planning

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Stantec Consulting Services Inc.
21301 Powerline Road, Suite 311
Boca Raton, FL 33433

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date first above written:

CITY OF LAKE WORTH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

_____ FOR
Glen J. Torcivia, City Attorney

_____
Pamela J. Lopez, City Clerk

CONSULTANT: **STANTEC CONSULTING SERVICES INC.**

STANTEC CONSULTING SERVICES INC. Corporate Seal

[Corporate Seal]

By: _____

Print Name: TERRANCE GLUNT

Title: PRINCIPAL

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18 day of June, 2014 by Terrance Glunt, as Principal (title), of Stantec, 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: Dana L. Galindo
My commission expires: 5/6/16

DANA L. GALINDO
Notary Public - State of Florida
My Comm. Expires May 6, 2016
Commission # EE 170626
Bonded Through National Notary Assn.

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

Fee Schedule

Although the following positions / titles are common throughout the profession, firms using a different nomenclature for the listed positions, but similar in responsibility, shall use those listed below for the purposes of providing hourly rates. Additional positions / titles may be provided.

Firm (Prime Consultant): Stantec Consulting Services, Inc.

Subconsultant (If Applicable) See attached fee schedules for each subconsultant N/A

Position / Title	Hourly Rate (Per Hour)
Principal (PE registered)	$ 196.00
Senior Engineer (PE registered)	$ 152.00
Land Surveyor (PLS registered)	N/A
Sr. Landscape Architect / Sr. Planner	$ 152.00
Sr. Project Manager	$ 142.00
Engineer	$ 106.00
Senior Environmental Scientist	$ 142.00
Environmental Scientist / Biologist	$ 114.00
Landscape Architect	$ 114.00
Planner	$ 106.00
Senior Technician	$ 98.00
Technician	$ 83.00
Drafter/GIS	$ 83.00
Senior Field Inspector	$ 114.00
Field Inspector	$ 91.00
Staff Assistant	$ 61.00
Additional Positions / Titles	
	$
	$
	$
	$
	$
	$
	$

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

TIERRA SOUTH FLORIDA, INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Tierra South Florida Inc.,** a corporation authorized to do business in the State of Florida, whose local business address is 2765 Vista Parkway, Suite 10, West Palm Beach, FL 33411 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Geotechnical Engineering

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Tierra South Florida Inc.
2765 Vista Parkway, Suite 10
West Palm Beach, FL 33411

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **TIERRA SOUTH FLORIDA INC.**

By: _____

[Corporate Seal]

Print Name: Raj Krishnasamy, P.E.

Title: President, Principal Engineer

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of May, 2014 by Raj Krishnasamy as President (title), of Tierra South Florida, 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: JUDITH A. TOWNE
My commission expires: 1/2/2018

JUDITH ANN TOWNE
MY COMMISSION #FF080439
EXPIRES January 2, 2018
(407) 398-0153 FloridaNotaryService.com

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

tierra
SOUTH FLORIDA
GEOTECHNICAL ENGINEERING MATERIAL TESTING INSPECTION SERVICES

SCHEDULE OF FEES AND SERVICES
Fiscal Year 2014

NOTE: The intent of the contract is to include all labor, materials, transportation, set-up, fuel, equipment, and other items necessary to complete the item of work. All items incidental to or necessary for the completion of the item shall be included in the price.

I. SOIL TESTING

1. Field Density Test (five [5] minimum)..... $25/test
2. Proctors (Modified/Standard) $85/test
3. Florida Bearing Value Test..... $45/test
4. Limerock Bearing Ratio Test..... $275/test
5. Atterberg Limit Test..... $80/test
6. Carbonate Content Test..... $100/test
7. Organic Content Test..... $50/test
8. Corrosion Series $185/test
9. Soil Observation (On Site)..... $55/hr
10. Natural Sample Moisture Content..... $20/test
11. Unit Weight and Moisture Content (Undisturbed Sample)..... $50/test

II. CONCRETE & MASONRY MATERIALS

1. Concrete Compression test (Min. four [4] cylinders per trip)
   - Prepare cylinders & slump test on site, and deliver to lab..... $140/set
2. Additional Concrete cylinders..... $18/cyl
3. Concrete Compression test only [delivered to lab]..... $18/cyl
4. Slump test..... $10each
5. Air Content Test..... $15each
6. Stand-by..... $55/hr
7. Grout Prism (Six [6] per set)
   - Includes preparation of Prism on site..... $80/set
8. 2" x 2" Mortar Cubes (Six [6] per set)
   - Includes preparation of Cubes on site..... $80/set
9. Additional Mortar cubes..... $18each
10. Masonry Units
    A. Compressive Strength..... $80/unit
    B. Absorption..... $50/unit
11. Concrete Cores (Min. 3);
    Secure, trim & test $80/core
    - Testing of core [delivered to lab (Incl. Trim)]..... $50/core
12. Swiss Hammer Testing..... $55/hr
13. Windsor Probe Test (Min. 3 shots)..... $150/test
14. Additional Windsor Probe Tests..... $100/test

III. AGGREGATE TESTING

1. Grain size determination:
   - A. Full grain size (8 sieves)..... $75/test
   - B. Wash through (#200)..... $45/test
2. Sieve Analysis – Course Aggregate.....$45/test
3. Specific Gravity & Absorption of Fine or Coarse Aggregate.....$70/test

IV. ASPHALT TESTING

1. Asphalt Cores (obtaining core samples)..... $50each
2. Asphalt Extraction & Gradation.....$200each
3. Asphalt Density and Thickness.....$25each
4. Marshall Stability (Incl. density, flow and stability of 3 specimens) (50 blows).....$150each
5. Coring Machine plus Generator Rental..... $400/trip

V. INSPECTION SERVICES

1. Concrete Inspection (on job-site or plant)..... $55/hr
2. Pile Driving Inspection..... $70/hr
3. Pre-Stress Yard Inspection..... $70/hr
4. Steel Inspection.....$70/hr
5. Threshold Inspection..... $70/hr

VI. FIELD EXPLORATIONS

1. Auger Borings.....$9/ft
2. Hand Augers-2 men crew... .....$110/hr
3. Standard Penetration Tests – Truck Rig (0' – 50')..... $12ft
   (51' – 100')..... $14/hr
4. Grout bore holes - 0' – 50'.....$5.50/hr
   51' – 100'.....$6.50/hr
5. Casing 0' – 50'.....$7/ft
   51' – 100'.....$9/ft
6. Static Cone Penetration Test (0' – 100').....$N/A
7. Muck Probing (4 hr. min.).....$100/hr
8. Mobilization of drilling equipment to project (Min. Charge):
   - A. 50 mile travel..... $350/trip
   - B. 100 mile travel..... $450/trip
9. Foundation Analysis and Recommendation..... $Staff
10. Percolation test.....$275/test

VII. OVERTIME.....15% of Basic Rate

X. ENGINEERING AND PROFESSIONAL SERVICES

1. Principal Engineer/PM, P.E. $145/hr
2. Senior Geotechnical Engineer, P.E. $125/hr
3. Engineer, P.E. $115/hr
4. Staff Engineer $85/hr
5. Senior Engineering Technician $65/hr
6. Engineering Technician $60/hr
7. Drafter/CADD $60/hr

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

URBAN DESIGN STUDIO, LLC D/B/A URBAN DESIGN KILDAY STUDIOS

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Urban Design Studio, LLC d/b/a Urban Design Kilday Studios**, a corporation authorized to do business in the State of Florida, whose local business address is 477 South Rosemary Avenue, Suite 225, West Palm Beach, FL 33401 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Landscape Architecture

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct

cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not

control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the

CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless

otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Urban Design Studio, LLC d/b/a Urban Design Kilday Studios
477 South Rosemary Avenue, Suite 225
West Palm Beach, FL 33401

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid

conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement

and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **URBAN DESIGN STUDIO, LLC D/B/A URBAN DESIGN KILDAY STUDIOS**

By: _____

[Corporate Seal]

Print Name: Kenneth G. Tuma

Title: Managing Principal

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 28th day of May, 2014 by Kenneth G. Tuma, as Managing Principal (title), of Urban Design Kilday Studios, 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: _____

COTTIE E. RANKIN
Commission # EE 849910
Expires November 20, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

urban design kilday STUDIOS

Urban Planning and Design
Landscape Architecture
Communication Graphics

Urban Design Kilday Studios Municipal Rates

DESCRIPTION	HOURLY BILLING RATES
Professional Testimony & Representation	$260.00 / hour
Principal	$145.00 / hour
Project Manager	$120.00 / hour
Licensed Landscape Architect	$110.00 / hour
Urban Planner	$85.00 / hour
Landscape Designer	$85.00 / hour
CADD Technician	$60.00 / hour
Clerical	$50.00 / hour

September 2013

477 S. Rosemary Avenue
Suite 225 - The Lofts at CityPlace
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.udkstudios.com
LCC000035

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

URS CORPORATION

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **URS Corporation Southern,** a foreign corporation authorized to do business in the State of Florida, whose local business address is 7800 Congress Avenue, Suite 200, Boca Raton, FL 33487-1350 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Civil Engineering;
2. Environmental Engineering;
3. Mechanical Engineering;
4. Transportation and Traffic;
5. MAPPING and GIS;
6. Planning;
7. Architecture;
8. Solid Waste / Hazardous Waste;
9. Coastal; and,
10. Water, Sewer and Hydro.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and any renewals will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061,

Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services

under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for

all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting

interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed,

and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the

CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional

Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

URS Corporation Southern
7800 Congress Avenue, Suite 200
Boca Raton, FL 33487-1350

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions

contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **URS Corporation Southern**

By: _____

Print Name: Panneer Shanmugam, PE

Title: Vice-President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 30th day of May, 2014 by Panneer Shanmugam, as Vice-President (title), of URS Corporation Southern, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following N/A as identification.

Notary Public
_____
Print Name: SHIRLEY STARK
My commission expires: March 22, 2015

SHIRLEY STARK
Notary Public - State of Florida
My Comm. Expires Mar 22, 2015
Commission # EE 49014

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services**.

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

2014 URS Schedule of Fees and Charges
Boca Raton / Jacksonville

The following describes the basis for compensation for services performed during the current fiscal year. This Schedule of Fees and Charges will be adjusted annually on January 1 of each subsequent year to reflect merit and economic salary increases, and changes in the expected level and mode of operations for the current year. The new schedule of Fees and Charges will apply to existing and new assignments.

Responsibility Level	Hourly Rate ($)
Administrative Assistant	63
CADD Supervisor	121
CADD Technician	58
Cert Ind Hygienist/Hlth & Sfty	158
Civil Designer	95
Civil Engineer	84
Contract Administrator	89
Environmental Designer/Tech	89
Environmental Engineer	84
Environmental Scientist	84
Environmental Technician	63
Geologist	89
Grad Environmental Scientist	79
Grad Struct/Facility/Found En	79
Graduate Biologist	79
Graduate Electrical Engineer	79
Inspector/Field Tech	68
IT Coordinator / Operator	68
Junior Field Tech/Inspector	58
Marine Engineer	84
Prin Struct/Facility/Found Engineer	195
Principal Civil Engineer	195
Principal Geologist	176
Proj Civil - Geotechnical Eng	97
Project Landscape Arch/Designed	95
Project Administrator	63
Project Electrical Engineer	97
Project Environ Scientist	95
Project Environmental Engineer	97
Project Geologist	95
Project Hazardous Waste Spec	95
Project Mechanical Engineer	97
Project Manager	145
Quality Assurance Manager	158
Senior Architect/Designer	156
Senior CADD Designer	89
Senior Civil Engineer	142
Senior Environmental Engineer	142
Senior Field Tech/Inspector	85
Senior Geologist	131
Senior Electrical/Mechanical Engineer	142
Specialist Consultant*	235
Sr. Resident Eng/Chief Constr	158
Sr. Struct/Facility/Found Eng	142

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.

STANDARD PROFESSIONAL CONSULTING SERVICES

AGREEMENT BETWEEN

THE CITY OF LAKE WORTH

AND

WANTMAN GROUP INC.

Awarded per RFQ 12-13-302

AGREEMENT

THIS AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ("Agreement" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and **Wantman Group Inc.**, a corporation authorized to do business in the State of Florida, whose local business address is 2035 Vista Parkway, Suite 100, West Palm Beach, FL 33411 ("CONSULTANT" hereafter).

WITNESSETH:

WHEREAS, the City issued Request for Qualifications #12-13-302 for professional consulting services pursuant to Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for 14 categories of design, engineering, surveying and related services ("RFQ" hereafter) ; and

WHEREAS, the CONSULTANT submitted qualifications in response to the RFQ; and

WHEREAS, the City has selected the CONSULTANT based on its qualifications for certain services; and

WHEREAS, the City and the CONSULTANT desire to enter this Agreement in order to establish terms and conditions for the CONSULTANT's provision of professional services to the City; and

WHEREAS, the City Commission finds entering this Agreement with the CONSULTANT serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the sufficiency of which is acknowledged by each party, the City and the CONSULTANT agree as follows:

ARTICLE 1 – GENERAL SCOPE OF SERVICES

The City has awarded the CONSULTANT the non-exclusive right to provide the City with the following types of professional design, engineering, surveying, and related services per the RFQ:

1. Survey;
2. Water, Sewer and Hydro.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall become effective upon approval by the City Commission and execution by the Mayor and City Clerk. Unless earlier terminated as provided for herein, the initial term of this Agreement shall be for one (1) year from the date of commencement (the "Initial Term" hereafter) and shall automatically renew each year. Each fiscal year of this Agreement and

any renewals will be subject to the availability of finds lawfully appropriated for its purpose by the State of Florida (if applicable) and the City.

ARTICLE 3 – PROVISION OF SERVICES

This non-exclusive Agreement does not guarantee that the City will utilize CONSULTANT in any capacity or for any services hereunder. When the City identifies a need for the CONSULTANT's services, the City will request a proposal from the CONSULTANT to provide the services requested. The CONSULTANT's proposal shall be submitted in the format of the sample task order, attached hereto and incorporated herein as **Exhibit "A"** and shall be based on the fees schedule agreed to by the City, attached hereto and incorporated herein as **Exhibit "B"**. Upon receipt of the CONSULTANT's proposal, the City shall decide in its sole discretion whether to award the task order to the CONSULTANT. If the task order is awarded to the CONSULTANT, the CONSULTANT shall commence the identified services upon receipt of a Notice to Proceed from the City. The City reserves the right to reject any and all proposals submitted by the CONSULTANT.

ARTICLE 4 - COMPENSATION

A. Services: The City shall pay the CONSULTANT the lump sum, not to exceed amount(s) set forth in an approved task order. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services as set forth in an approved task order shall be a lump sum, not to exceed price subject to any changes as authorized herein, and no additional costs shall be authorized or paid by the City without prior written approval from City's governing body or the City Manager (depending on the City's required level of approval for such costs). In no case shall the CONSULTANT bill the City for any amount not stated in an approved task order unless agreed to in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs).

B. Fee Schedule: The fee schedule attached as **Exhibit "B"** shall remain firm for the Initial Term of this Agreement. After the Initial term, the CONSULTANT may request a change to the fee schedule. No changes to the fee schedule shall occur unless approved in writing by the City, which may be by an approved task order.

C. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, shall be identified in an approved task order. The City shall not be responsible for payment of any such reimbursable, out-of-pocket expenses except as provided for in an approved task order unless authorized in writing by the City's governing body or the City Manager (depending on the City's required level of approval for such costs). Reimbursement for mileage shall only be for travel required outside of Palm Beach County. CONSULTANT shall not be reimbursed for travel within Palm Beach County and all travel shall be proposed and reimbursed pursuant to section 112. 061, Florida Statutes.

D. Direct Project Expenses: Unless otherwise specifically stated in an approved task order, charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT or its subconsultants or its subcontractors, and the use of the CONSULTANT's and employee's automobiles shall be identified in an approved task order. The City shall not be responsible for payment of any

other direct project expenses. All direct project expenses shall be billed at cost to the City and the CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

E. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services (e.g., expert witness services for legal proceedings), the City and CONSULTANT will meet and negotiate a reasonable fee for such services. The negotiated fee shall be approved by the City in the form of a task order prior to said services being provided.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City (format to be provided by City for each approved task order).

ARTICLE 5 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement pursuant to an approved task order. Separate invoices shall be submitted for each task order. Payment as prescribed herein for services rendered by the CONSULTANT pursuant to an approved task order shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

ARTICLE 6 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City. The time for performance of CONSULTANT's services shall be as set forth in an approved task order.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT to the City shall become the property of the City upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. 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. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the scope of services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the Project. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the Project schedule, subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of construction phase services, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. The performance by CONSULTANT of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory

services as part of the services shall not constitute an assumption by CONSULTANT of the obligations of City or its other contractors, vendors or suppliers. CONSULTANT shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the Project and shall not manage, supervise, control or have charge of construction. CONSULTANT shall not be responsible for the failure of any contractor, vendor or supplier to comply with their respective contract documents. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

Any cost opinions or estimates provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates.

I. 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, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

THE CONSULTANT AND ITS PERSONNEL SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE CUSTOMARY IN THE INDUSTRY BASED ON THE SERVICES AND LOCATION OF THE PROJECT.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a

conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the task orders without prior written City approval.

M. 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, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT 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.

N. Compliance with Laws: The CONSULTANT shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the CONSULTANT shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement and the provision of all services to the City.

ARTICLE 7 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the project identified in an approved task order.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for

such examinations and the rendering, if required, of written opinions pertaining thereto.

Nothing in this Agreement shall be construed or interpreted as requiring CONSULTANT to assume the status of, and City acknowledges that CONSULTANT does not act in the capacity nor assume the status of a "generator," "operator," "transporter," or "arranger" in the treatment, storage, disposal, or transportation of any hazardous substance or waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), or any other similar federal, state, or local law, regulation, or ordinance. City acknowledges further that CONSULTANT has played no part in and assumes no responsibility for generation or creation of any hazardous waste, pollution condition, nuisance, or chemical or industrial disposal problem, if any, which may exist at any project site. The City acknowledges that the discovery of hazardous material at a project site may require CONSULTANT to suspend all or part of the services and notify the City of such material for the City to appropriately address.

ARTICLE 8 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least ten (10) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 9 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately 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 for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause by City: Notwithstanding the foregoing, the City reserves the right and may elect to terminate this Agreement at any time. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this

Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the Initial Term or expiration of any renewal term by either party, the CONSULTANT shall:

1. Stop service on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.

3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.

4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 10 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT'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 CONSULTANT against the City and the CONSULTANT 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 Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. 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.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting

business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City, unless cancelled due to non-payment of the premium. If cancelled due to non-payment of the premium, the CONSULTANT shall promptly provide notice of the same to the City and provide proof of all new insurance to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

C. Loss Deductible: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT or its subconsultants.

D. Waiver of Subrogation: The City and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the City and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants. The City and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants. If the insurance policies referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 12 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is

forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement 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 submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) 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 party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

ARTICLE 13 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

Wantman Group Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411

All notices to the City shall be sent to:

Office of the City Manager
c/o City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460.

ARTICLE 14 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the

award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 15 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 16 – PUBLIC ENTITIES CRIMES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement. This notice is required by Section 287.133, Florida Statutes.

ARTICLE 17 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 18 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement consists of the terms and conditions herein; the exhibits hereto; and, the RFQ which is incorporated by reference herein. Each approved task order shall be considered an amendment to this Agreement. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms and conditions of an approved task order shall prevail over this Agreement with the terms and

conditions of this Agreement taking preference over the RFQ and the exhibits. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. 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, claim or proceeding related to this Agreement.

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

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

ARTICLE 19 - PALM BEACH COUNTY INSPECTOR GENERAL

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.

ARTICLE 20 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Laws, and specifically agrees to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services.

B. Provide the public with access to 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 this Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.

ARTICLE 21 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it 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 party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Consulting Services on the day and date 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

CONSULTANT: **WANTMAN GROUP INC.**

By: _____

[Corporate Seal]

Print Name: David S Wantman

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of June, 2014 by David S. Wantman as President (title), of Wantman Group, 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:

KATHLEEN R. FONTAINE
Notary Public - State of Florida
My Comm. Expires Sep 1, 2016
Commission # EE 196796
Bonded Through National Notary Assn.

Exhibit A: Sample Task Order
Exhibit B: Fee Schedule

EXHIBIT "A"

SAMPLE TASK ORDER

PROFESSIONAL CONSULTING SERVICES
FOR
_____ Project

THIS TASK ORDER FOR PROFESSIONAL CONSULTING SERVICES ("Task Order" hereafter) is made on the ____ day of _____, 2014, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City" hereafter) and _____, a Florida corporation, whose local business address is _____ ("Consultant" hereafter).

1.0 Project Description:

The City desires the Consultant to provide those services as identified herein for the Project. The Project is generally described as: _____ _____.

2.0 Scope

Under this Task Order, the Consultant will provide the City of Lake Worth _____ Department with plans, specifications and construction inspection services for the Project. **Attached hereto and incorporated herein is the Consultant's Scope of Services.**

3.0 Schedule

The services to be provided under this Task Order shall be completed within _____ calendar days from the City's approval of this Task Order and issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of $_____. The attached Scope of Services identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the Consultant is _____, phone:_____; email: _____; and, the Project Manager for the City is _____, phone:_____;

email:_____.

6.0 Progress Meetings

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Consultant Services between the City of Lake Worth and the Consultant, _____, dated _____, 2014 ("Agreement" hereafter).

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on day set forth above.

CITY OF LAKE WORTH

By:_____

ATTEST:

_____
City Clerk

Approved as to form and legal sufficiency:

_____
City Attorney

Consultant:_____

By:_____

Print Name:_____
Print Title:_____

[Corporate Seal]

NOTARY BLOCK

EXHIBIT "B"

CONSULTANT'S FEE SCHEDULE

WANTMAN GROUP, INC
FEE SCHEDULE
EFFECTIVE DATE – JANUARY 29, 2014

	Hourly Rate
Principal Engineer	$275.00
Expert Witness	$350.00
Project Manager	$175.00
Senior Professional Engineer	$150.00
Professional Engineer	$130.00
Field Engineer	$125.00
Engineer Intern	$100.00
CADD Technician	$ 90.00
Environmental Scientist	$130.00
Planner – Public Hearing Representation	$250.00
Principal Planner	$200.00
Planner	$130.00
Assistant Planner	$ 90.00
GIS Technician	$ 90.00
Principal Surveyor	$225.00
Senior Professional Surveyor	$150.00
Professional Surveyor	$130.00
Survey Intern	$100.00
2 Man Field Crew	$120.00
3 Man Field Crew	$150.00
4 Man Field Crew	$180.00
5 Man Field Crew	$210.00
Utility Coordinator	$120.00
Designating Crew	$120.00
Vacuum Excavation Crew	$200.00
Laser Scan Crew	$250.00
Hydrographic/Bathymetric Crew	$325.00
Administrative Assistant	$ 70.00
Blueprints (per sq. ft.)	$ 0.60
Full Color Plot (per sq. ft.)	$ 15.00
Photo Mylars (each)	$120.00
Mylars (per sq. ft.)	$ 6.00
Copies, Black & White (each)	$ 0.30
Copies, Color (each)	$ 1.00
Other Expenses	Cost Plus 10%

Expenses: In addition to labor, WANTMAN bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at $0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

WANTMAN also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Rates Are Valid Through December 31, 2014

Fee Schedule Accepted by:

_____

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

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EXECUTIVE BRIEF

TITLE:
Continuing services professional agreements for lot clearing services under the Code Compliance Remediation Program.

SUMMARY:
The three professional services agreements will provide lot clearing services under the Code Compliance Remediation Program.

BACKGROUND AND JUSTIFICATION:
The City has experienced a serious decline in the overall condition of many vacant and unimproved properties due to the economic downturn and recession beginning in 2007. Many of the properties involved necessitate emergency cutting and/or cleaning to remediate code compliance violations and to address life safety issues. To date Code Compliance has exhausted all legal avenues to encourage responsible property owners and parties to privately handle the remediation. Unfortunately, in dozens of cases the code compliance process has not resulted in private actions, and the City must now intervene and perform the remediation under its Chronic Nuisance program. The program affords the City the ability to perform remediation activities on private property. If the cost for the services is not reimbursed by the property owner and/or responsible party, then the cost can be attached to the property's tax card as an assessment, which ultimately will be paid upon the outstanding taxes on the property being paid.

Currently, there are approximately forty (40) vacant properties on a growing list of properties that were cited as of October 1, 2013 for needing remedial services. The required legal notifications have already been mailed to the legal owners for these properties and they are ready for remedial actions to take place. Approval of these agreements, allows the City to move more quickly with the remedial services and to expend all the necessary funds for this endeavor. Upon approval of the agreements, quotes for service will be solicited from the firms to perform the cutting/cleaning activities. Proposals may include more than one (1) property in an effort to save time and efficiency. The agreements establish a continuing services approach for a three (3) year term with the option to extend two (2) additional one (1) year terms. At present, there is $202,261 available in the remedial services fund. If more funding is needed this fiscal year, a budget amendment will be prepared and brought to the Commission for consideration.

The City of West Palm Beach undertook a competitive procurement process resulting in the selection of these three (3) firms to provide lot clearing services. Utilizing the "piggy back" option, the City has contacted all three (3) firms to ascertain their desire to work with the City of Lake Worth. All three were open to working with the City have signed continuing service agreement to provide such services under the Code Remediation Program.

MOTION:
I move to approve/disapprove agreements with Anchor Lawn Maintenance; C. Martin Landscaping, Inc.; and Vincent and Sons Landscaping, Inc.

Attachments:
Anchor Lawn Maintenance Agreement
C. Martin Landscaping, Inc. Agreement
Vincent and Sons Landscaping, Inc. Agreement
Three West Palm Beach Contracts

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	$202,261	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	$202,261	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: For Fiscal Year 2014 $202,411 was budgeted for contractual services that can provide funds for lot clearings. These funds also are used for demolition and board & secure activities.

Arbor Tree & Land	**Community Code Compliance Div**					
Account Number	**Account Description**	**Project #**	**FY14 Budget**	**Current Balance**	**Agenda Item Expenditure**	**Remaining Balance**
160-2040-515-34-50	Contractual Services	N/A	202,411	202,261	Up to 202,261	0

C. Department Fiscal Review: __WW__

AGREEMENT FOR LOT CLEARING

THIS AGREEMENT ("Agreement" hereafter) is made as of the _____ day of _____, 2014, 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, hereinafter referred to as the CITY, and **ANCHORS LAWN MAINTENANCE, INC.**, 401 SE 3rd Terrace, Dania Beach, FL 33004, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the CITY desires to hire CONTRACTOR to perform lot clearing services throughout the City of Lake Worth; and,

WHEREAS, in 2012, West Palm Beach competitively awarded a lot clearing contract to the CONTRACTOR (West Palm Beach ITB No. 12-13-102) ("2012 West Palm Beach Contract" hereafter) based on unit prices submitted by the CONTRACTOR (which is valid through January 11, 2016, unless renewed); and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to perform lot clearing services for the CITY based on the unit prices in the 2012 West Palm Beach Contract; and,

WHEREAS, the CITY desires to accept CONTRACTOR's unit prices by piggy-backing the 2012 West Palm Beach Contract including all pricing, terms and conditions therein; and,

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR for lot clearing services 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. West Palm Beach Contract. The 2012 West Palm Beach Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.

3. CONTRACTOR's Services. In accordance with the pricing, terms and conditions in the 2012 West Palm Beach Contract, which is hereby expressly made a part of this Agreement as if set forth at length herein, the CONTRACTOR shall provide all lot clearing services as rquested by the CITY.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

a. This Agreement

b. The 2012 West Palm Beach Contract

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in the CONTRACTOR's unit price bid for the 2012 West Palm Beach Contract. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that the services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The CONTRACTOR must submit all invoices within thirty (30) days after the completion and acceptance by the CITY of all lot clearing services, for each lot, otherwise the CITY shall not be responsible for the payment of any invoices received after this time period.

6. Insurance and Bond. CONTRACTOR shall obtain and maintain during the term of this Agreement all insurance required under the 2012 West Palm Beach Contract with the CITY named as an additional insured.

7. Warranty/Guaranty. Unless a longer period is stated in the 2012 West Palm Beach Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year from the date of acceptance by the CITY. If any repairs are necessary during the warranty period, the warranty for such repairs shall be extended to provide a full year coverage for all services.

8. Miscellaneous Provisions.

A. 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. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this 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.

C. Except for mediation and any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

D. 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.

E. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.

F. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) 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. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Lot Clearing 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:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **ANCHORS LAWN MAINTENANCE, INC.**

By: _____

[Corporate Seal]

Print Name: Gina Anchors

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19 day of June, 2014 by Gina Anchors as President (title), of Anchors Lawn Maintenance, 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 FL. D.L. as identification.

Notary Public

_____
Print Name: Mark Rosenthal
My commission expires: 9/16/15

Notary Public State of Florida
Mark Rosenthal
My Commission EE126712
Expires 09/16/2015

C. MARTIN LANDSCAPING INC.

1016 CHARLOTTE AVE.
WEST PALM BEACH, FL. 33401
OFFICE (561) 313-3976(561) 832-1080
CELL (561) 385-0837
FAX (561) 832-1080

JUNE 21,2014

TO: MR. J. MARK WOODS
CODE COMPLIANCE MANAGER
CITY OF LAKE WORTH
1900 SECOND AVENUE NORTH
LAKE WORTH, FLORIDA 33461

RE: PIGGY BACK LANDSCAPING
LOT CLEARING 6128-2014

THANK YOU MR. WOODS FOR CONSIDERING MY COMPANY TO SERVE THE CITY OF LAKE WORTH IN YOUR LOT CLEARING. ATTACHED ARE (2) ORIGNIAL COPIES OF THE CONTRACT THAT I RECEIVED TO FILL OUT AND RETURN. I HOPE THAT WE MAY BE ABLE TO WORK TOGETHER IN THE FUTURE. ONCE AGAIN THANK YOU FOR THE OPPORTUNITY AND CONSIDERATION TO HELP.

THANK YOU
CARL MARTIN

CARL MARTIN

Carl Martin

AGREEMENT FOR LOT CLEARING

THIS AGREEMENT ("Agreement" hereafter) is made as of the _____ day of _____, 2014, 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, hereinafter referred to as the CITY, and **C. MARTIN LANDSCAPING, INC.**, 1016 Charlotte Avenue, West Palm Beach, FL 33401, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the CITY desires to hire CONTRACTOR to perform lot clearing services throughout the City of Lake Worth; and,

WHEREAS, in 2012, West Palm Beach competitively awarded a lot clearing contract to the CONTRACTOR (West Palm Beach ITB No. 12-13-102) ("2012 West Palm Beach Contract" hereafter) based on unit prices submitted by the CONTRACTOR (which is valid through February 19, 2016, unless renewed); and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to perform lot clearing services for the CITY based on the unit prices in the 2012 West Palm Beach Contract; and,

WHEREAS, the CITY desires to accept CONTRACTOR's unit prices by piggy-backing the 2012 West Palm Beach Contract including all pricing, terms and conditions therein; and,

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR for lot clearing services 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. West Palm Beach Contract. The 2012 West Palm Beach Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein.

3. CONTRACTOR's Services. In accordance with the pricing, terms and conditions in the 2012 West Palm Beach Contract, which is hereby expressly made a part of this Agreement as if set forth at length herein, the CONTRACTOR shall provide all lot

clearing services as rquested by the CITY.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

a. This Agreement
b. The 2012 West Palm Beach Contract

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in the CONTRACTOR's unit price bid for the 2012 West Palm Beach Contract. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that the services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The CONTRACTOR must submit all invoices within thirty (30) days after the completion and acceptance by the CITY of all lot clearing services, for each lot, otherwise the CITY shall not be responsible for the payment of any invoices received after this time period.

6. Insurance and Bond. CONTRACTOR shall obtain and maintain during the term of this Agreement all insurance required under the 2012 West Palm Beach Contract with the CITY named as an additional insured.

7. Warranty/Guaranty. Unless a longer period is stated in the 2012 West Palm Beach Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year from the date of acceptance by the CITY. If any repairs are necessary during the warranty period, the warranty for such repairs shall be extended to provide a full year coverage for all services.

8. Miscellaneous Provisions.

A. 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. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this 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.

C. Except for mediation and any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

D. 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.

E. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.

F. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) 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. 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.

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IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Lot Clearing 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:

CJ Dal FOR

Glen J. Torcivia, City Attorney

CONTRACTOR: **C. MARTIN LANDSCAPING, INC.**

By: Carl Martin

[Corporate Seal]

Print Name: CARL MARTIN

_____

Title: OWNER / C.E.O.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 20th day of June, 2014 by Carl Martin, as OWNER (title), of C. Martin Landscaping, 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 M635-125-51-331-0 as identification.

Notary Public

Deloise E. Anton

Print Name:

Deloise E. Anton

My commission expires: 9-11-15

Notary Public State of Florida
Deloise E Anton
My Commission EE129048
Expires 09/11/2015

AGREEMENT FOR LOT CLEARING

THIS AGREEMENT ("Agreement" hereafter) is made as of the _____ day of _____, 2014, 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, hereinafter referred to as the CITY, and **VINCENT AND SONS LANDSCAPING, INC.**, 1829 Mantague Street, Lake Worth, FL 33461, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the CITY desires to hire CONTRACTOR to perform lot clearing services throughout the City of Lake Worth; and,

WHEREAS, in 2012, West Palm Beach competitively awarded a lot clearing contract to the CONTRACTOR (West Palm Beach ITB No. 12-13-102) ("2012 West Palm Beach Contract" hereafter) based on unit prices submitted by the CONTRACTOR (which is valid through January 16, 2016, unless renewed); and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to perform lot clearing services for the CITY based on the unit prices in the 2012 West Palm Beach Contract; and,

WHEREAS, the CITY desires to accept CONTRACTOR's unit prices by piggy-backing the 2012 West Palm Beach Contract including all pricing, terms and conditions therein; and,

WHEREAS, the CITY has determined that entering into this Agreement with the CONTRACTOR for lot clearing services 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.

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b. The 2012 West Palm Beach Contract

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B. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this 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.

C. Except for mediation and any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

D. 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.

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F. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) 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. 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.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Lot Clearing 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:

_____
Glen J. Torcivia, City Attorney

CONTRACTOR: **VINCENT AND SONS LANDSCAPING, INC.**

By: Vincent & Sons Landscaping

[Corporate Seal]

Print Name: David Vincent

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 18 day of June, 2014 by David Vincent, as President (title), of Vincent and Sons Landscaping, 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 FL DL as identification.

Notary Public

Print Name: Esneida Barraza

My commission expires: 9/18/15

ESNEIDA BARRAZA
MY COMMISSION # EE130943
EXPIRES September 18, 2015
(407) 398-0153 FloridaNotaryService.com

MEMO

OFFICE OF THE CITY ATTORNEY

To: **Jeri Muoio, Mayor**

From: Samuel A. Thomas, Sr. Asst. City Attorney

Date: January _____, 2013

Matter No: **12-12124.001**

Dept. 102 Code Enforcement

Re: **Anchors Lawn Maintenance; Lot Clearing**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: **Office of the City Clerk**

The Mayor is authorized to execute the document in accordance with:

_Y_ Procurement Code.
____ Commission Approval. Resolution No.
____ City Charter

Please take the actions indicated below with respect to these documents:

_Y_ Attest to the execution of the Agreement by the Mayor.
_Y_ Insert the date of execution beneath the Mayor's signature (if not already dated).

Please **retain one original** as a public record and forward the other original to:

Mark Joyce, Code Enforcement

CONTRACT FOR LOT CLEARING SERVICES

Contract No. 12124 001
ITB No. 12-13-102

THIS CONTRACT is made by and between the **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 ("City") and **ANCHORS LAWN MAINTENANCE.,** with an address of 401 SE 3rd Terrace, Dania Beach, Florida 33004 ("Contractor").

1. THE SERVICES.

1.1 Contractor hereby agrees to furnish, on an as needed basis, all the materials, equipment, tools, labor and incidentals necessary to clear lots located within the City limits in accordance with the technical specifications set forth in **Exhibit "1"**, attached and incorporated herein, subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents. Lot clearing shall include, but not be limited to, mowing of overgrown grass or weeds; trimming of trees, shrubs, bushes or hedges including vegetation that obstructs rights-of-way, streets or sidewalks, obstructs visibility or is a hurricane debris hazard; and the removal of all trash, garbage, litter, debris, furniture and appliances. The Work shall be performed in a good, firm, substantial and workmanlike manner, in accordance with provisions of this Contract and the Contract Documents. This Contract is non-exclusive and the City reserves the right to award other Contracts for work falling within the scope of this Contract. No assignment or minimum amount of work requests or compensation is guaranteed under this Contract.

1.2 City's Right to Correct or Complete Work. If Contractor fail to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to Contractor, may, without prejudice to any other remedy City may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

1.3 Damage. Any and all damage caused by the Contractor shall be repaired or replaced in accordance with all City, County, and State regulations and after approval by City of plans for repair prepared by Contractor. This includes but is not limited to damaged or broken water lines, curbs, sidewalks, and streets. All costs for the repair or replacement will be the responsibility of the Contractor. Payment for services may be withheld or deductions made until repairs and/or corrections are made.

1.4 Method of Ordering Work. The City will issue a separate Work Order for each individual assignment on as needed basis, which shall be substantially in the same format as the Work Order attached at the end of this Contract and incorporated herein as **Exhibit "2"**. The services to be provided under the assignments shall commence and be completed by the dates indicated on the Work Orders. Contractors shall perform only those tasks listed on the Work Order. Contractor will not be compensated for any other work unless it is approved by the City in writing and in advance. All terms and conditions of the Contract Documents will be applicable to each Work Order. The individual Work Orders will specify:

a. The work to be performed, its location and not-to-exceed cost based on the Rates set forth in Exhibit 3, and a schedule for performance;
b. The Square feet to be mowed, trimmed and cleaned;
c. The number of appliances or pieces of large furniture to be removed;
d. Shrubs or trees to be trimmed;
e. Trash/debris to be removed; and
f. Other work to be completed.

1.4.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any Specifications furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during performance of the Work any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.4.1.1 Contractor's Additional Obligations. Upon arrival at a property where the Contractor observes that the Work listed on the Work Order has been completed or is in the process of being performed, the Contractor shall not enter upon the property and shall immediately notify the Code Compliance staff to request release from this assignment and an additional assignment if no other assignments are pending. If the Contractor should encounter or observe any unusual circumstances or conditions which could be perceived as being suspicious or hazardous, the Contractor shall not enter upon the property and shall notify the Code Compliance staff to request assistance prior to entering the property to perform the assigned work. Contractor shall complete all Work in accordance with the Public Safety and Convenience Requirements and the General requirements set forth in Sections (2) (E) and (F) respectively of the ITB incorporated herein.

1.4.1.2 Service, Fulfillment and Emergency Response Time. The Contractor shall complete each Work Order within five (5) working days from the date of the Work Order unless an extension is granted by the City in writing. An act of God (rain, hurricane, fire, catastrophe or serious illness) or refusal of the property owner to allow the Contractor to enter on the property shall be considered acceptable reasons for the Contractor to refuse an assignment or to request an extension time to complete an assignment. Time is of the essence and the completion time specified must be adhered to. If the Work is not completed within five (5) working days from the date of the Work Request, the City reserves the right to have the Work performed by another contractor or, in the City's sole discretion to terminate this Contract.

The Contractor shall give the City priority when scheduling work assignments and shall give the City first priority before, during and after a public emergency, disaster, hurricane, flood or act of God. Emergency service call requests including, but not limited to, situations which present an unsafe or destructive condition, shall require work to be started within twenty four (24) hours from the time the call is placed.

1.4.2 Acceptance of Work. Acceptance of Work performed shall be by the City after the City's designated representative has inspected the Work and determined that the work authorized under each Work Order was completed consistent with the Contract Documents and applicable specifications.

1.4.3 Changes In The Work. City, without invalidating the Contract Documents may order written additions to or deductions from the work, the Contract price being adjusted accordingly. If Contractor makes a request for a change in the work, Contractor is not authorized to vary the work unless a written Change Order or written Amendment to Work Order is issued and executed by the City. No Change Order or Amendment shall be valid unless executed by the City.

1.4.4 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written Contract, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation

and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor Contracts provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: "*Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time.*"

1.4.5 TIME of Completion and Liquidated Damages. The Time of Completion for the Work authorized under each work order will be established at the time of issuance of work order and shall be of the essence. Contractor acknowledges that failure to complete the Work under each work order by the allotted time of completion will result in substantial damages to the City, the amount of which is difficult, if not impossible, to ascertain as of the date of this Contract. If the Work is not fully completed within the Time of Completion, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, the amount of One Thousand and 00/100 Dollars ($1,000.00), per calendar day for each and every day the time for completion exceeds the time allowed for that purpose. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety, if a Surety is required, shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

2. COMPENSATION.

2.1 Rates. As compensation for Work rendered by the Contractor, the City shall pay the Contractor according to the fixed prices and hourly rates set forth with detail in the Schedule of Bid Items attached hereto as **Exhibit "3"** and incorporated herein by this reference. Payment shall constitute full compensation for all the Work, equipment, vehicles, tools, fuel, insurance, taxes, permits, fees, transportation, suspensions, delays and all incidentals necessary to perform the Work under this Contract.

The City reserves the right to increase or decrease the total amount as necessary to meet actual requirements. No minimum amount of work or compensation is guaranteed under this Contract. The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purpose.

2.2 Invoices. Within 10 calendar days of completion of Work Order tasks, the Contractor will submit an individual invoice which shall include:

a. a copy of the original Work Order, the PO number and the work completed and accepted based on the contract specification;

b. before and after pictures accurately portraying the job, trash and/or debris represented by the invoice;

c. the Name(s) of staff members performing the work and the number of hours worked by each staff member; and

d. Solid Waste dump receipts in accordance with sections (2) C) and 6 of the ITB.

Invoices shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366.

2.3 Payment. Payment will be made after City's approval of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

The City may withhold payment to such extent as may be necessary to protect itself from loss on account of: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating public filing of claims by other parties against Contractor; (c) damage to another Contractor or Contractor; or (d) failure of Contractor to complete the Work.

No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3. EFFECTIVE DATE, TERM & RENEWAL. Time shall be of the essence with respect to all matters set forth in this Contract. The "Effective Date" of this Contract shall be the date this Contract is executed by the City. Subject to renewal or termination as provided in this Contract, this Contract shall commence on the Effective Date and shall continue and remain in full force and effect for thirty six (36) months thereafter and may be renewed, at the sole option of the City, for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written Contract and with all original terms and conditions adhered to. Any renewal will be subject to appropriation of funds by the City.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

4.1 Authority. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

4.2 Duly Licensed. Contractor represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

5. STANDARD OF CARE. The standard of care for all Services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

A. Work Site Safety. Contractor shall maintain adequate protection of the Work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with this Contract. Contractor shall take all necessary precautions for the protection of the public if applicable and all City and Contractor employees, agents or personnel. Contractor shall make good any damages, injury, or loss to the Work and to the property of the City resulting from lack of reasonable protective precautions.

B. Protection Against Damage, Cleaning Up. The Contractor shall, at all times, guard against damage or loss to the property of the City, the Contractor's own property and/or that of other Contractors, 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 ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents. The Contractor shall be responsible to safeguard all their property such as tools and equipment while on site. The City will not be held responsible for any loss of Contractor due to theft or vandalism. The Contractor shall provide due care at all times to cordon off and/or post signs to maintain a safe work area in order to avoid creating a hazardous condition for pedestrians, property and vehicles. The Contractor shall ensure the work site is kept free of hazards and that debris, rubbish and scrap material are removed from the site on a regular basis to provide a neat and orderly appearance at the end of each workday and upon project completion. 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 Contractor, and it shall save the City and political unit thereof harmless from all claims made on account of such damages.

C. Warranty. Contractor shall warrant that the Service provided and all materials are free from improper workmanship and defective materials and in conformance with specifications for one (1) year from date of acceptance from the City. Contractor shall collect and deliver to the City any specific written warranties given by the manufacturer.

6. PROPERTY RIGHTS. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its sub-consultants.

7. INSURANCE.

10.1 Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under this Contract by Contractor, or by a subcontractor of Contractor, or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.

7.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

7.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

7.4 Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Contract. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or Contract by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

7.5 All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City as an Additional Insured. No costs shall be paid by the City for an additional insured endorsement.

7.6 Contractor shall maintain the following liability coverage, in the limits specified:

a. Commercial General Liability: Not less than $2,000,000 per occurrence/ $3,000,000 annual aggregate combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
b. Business Automobile Liability: Not less than $ Two Million ($2,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles.
c. Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."
d. Umbrella or Excess Liability Insurance. Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the City, and the City Commission and their officers, agents, employees and City Commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractor, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

8. INDEMNITY. Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

9. TERMINATION.

9.1 The City shall have the right to terminate this Contract, in whole or in part, with or without cause, or for its convenience, upon five (5) days written notice to Contractor. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

9.2 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

9.3 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

10. GENERAL PROVISIONS:

10.1 Headings. The headings contained in this Contract are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Contract.

10.2 Integration. This Contract constitutes the entire Contract between Contractor and the City and supersedes all prior verbal and written Contracts, understandings, negotiations and

discussions between the parties hereto. No verbal Contract or conversation with any officer, agent or employee of the City either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

10.3 Severability. The invalidity, illegality or unenforceability of any provision of this Contract shall not affect the validity, legality or enforceability or any other provision of this Contract and this Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

10.4 Assignment. This Contract requires the personal skills and experience of Contractor and may not be assigned by Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

10.5 Specific Waiver. Any waiver issued by the City of any provision of the Contract Documents shall only be effective if issued in writing by the City and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, Contract or undertaking set forth in this Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, Contract or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, Contract or undertaking at any time in the future.

10.6 Compliance with Laws. Contractor shall comply with all applicable City, State and Federal laws, codes and regulations relating to the Services and provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable local, State and Federal laws relating to wages, hours, safety and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

10.7 Federal and State Tax. The City is exempt from Federal Tax and State Tax for Tangible Personal Property. Vendors' Contractors doing business with the City shall not be exempted from paying sales tax to their Contractor for materials to fulfill contractual obligations with the City, nor shall any Vendor Contractor be authorized to use the City's Tax Exemption number in securing such materials.

10.8 Small Business Requirements. Contractor shall comply with the City's Small Business Code, Chapter 66 of the City's Code of Ordinances, which is incorporated herein by reference.

10.9 No Solicitation. Contractor has not employed or retained any person employed by the City to solicit or secure this Contract and it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Contract.

10.10 Non-Discrimination. In performing under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

10.11 Right to Audit. Contractor shall maintain adequate records of the services for at least three (3) years from the completion of the Services. City, from time to time, during Contractor business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit the Contractor books and records, at the City's expense, with regard to the accounts and services provided to or on behalf of the City hereunder to ensure that all aspects of the Contract are being met. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the City.

10.12 Public Records Law. The Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the Contract. Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the City.

10.13 Notices. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

To City: City of West Palm Beach
P.O. Box 3366 / 401 Clematis Street (33401)
West Palm Beach, FL 33402
Attn.: Procurement Official

To Contractor: to Contractor at the mailing address listed on the first page of this Contract.

10.14 Modification. There may be no modification of this Contract, except in a writing executed with the same formalities as this document.

10.15 Governing Law; Venue. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens.* 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 CONTRACT.

10.16 Unauthorized Aliens/Patriot's Act. The knowing employment by Contractor or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. In the event that Contractor is notified or becomes aware of such default, Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this which and unilateral termination. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

10.17 Public Entity Crimes Act. Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its sub-contractors under this Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Contract or entering into this Contract. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

10.18 Force Majeure. In the event of a hurricane, tornado, fire, flood, major storm or other natural disaster or epidemic, war, civil disturbance, terrorist activity or government actions beyond the control of the Contractor and which results in the prevention or delay of performance by the Contractor, the Purchasing Official may grant the Contractor an extension of time for delivery.

10.19 Ethics; Conflicts of Interest. Contractor represents that:

a. It has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

b. It has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

C. It does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

c. It does not employ, directly or indirectly, any official, employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

d. Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

e. It presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services. Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Contract.

f. Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

g. Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, the City shall so state in its opinion and Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Contractor under this Contract. In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.20 Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

10.21 Inspector General. 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 may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor t understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

10.22 No Contingency. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.23 Permits and Licenses. The Supplier shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits or certification shall be reported to the City within thirty (30) working days.

10.24 Independent Contractor. Contractor acknowledges and agrees that it is an independent contractor of the City and is not an employee of the City. Contractor more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Contractor hereunder. Contractor acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Contractor duties hereunder under this Contract. Contractor shall be responsible to the City for all work or services performed by Contractor or any person or firm engaged as a subcontractor to perform work in fulfillment of this Contract.

10.25 Controlling Provisions. The term "Contract" shall include the term "Contract" and all the terms and conditions set forth in the Purchase Order, the Bid and this Contract, all of which taken together form the Contract. Unless the context requires otherwise, all references to "this Contract" and use of the terms "herein", "hereby", "hereof," "hereto", "hereunder" and the like shall be deemed to include the individual purchase orders, the Bid, this Contract and any addenda thereto. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the Solicitation, including but not limited to an Invitation to Bid and/or Bid, or Request for Proposals (RFP) or Request for Qualifications (RFQ) and/or Response, the provisions shall be given precedence in the following order: (1) this Contract; (2) the Purchase Order and (3) the Solicitation. Wherever possible, the provision or provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

10.26 Counterparts; Digital Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Contract may agree to execute this Contract, and all subsequent amendment or modifications to it, by electronic means.

10.27 AVAILABILITY OF FUNDS. This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

10.28 Contract Documents. The terms "Contract" and "Contract" shall have the same meaning throughout this Contract. Contractor agrees to perform this Contract in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents and are incorporated herein, whether or not they are attached.

Exhibit "1"	Technical Specifications
Exhibit "2"	Work Order (Form)
Exhibit "3"	Schedule of Bid Items
Exhibit "4"	Invitation to Bid (ITB) No. 12-12-102 & Addenda 1 & 2 (Incorporated but not attached)
Exhibit "5"	Insurance Certificates

11 Entire Contract. This Contract, including the Exhibits attached hereto, set forth the entire understanding between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties, superseding any other written or oral representations, statements, negotiations or Contracts to the contrary.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last executed below.

ATTEST:

By: _____
City Clerk

CITY OF WEST PALM BEACH

By: _____
Geraldine Muoio, Mayor

Date: 1/11, 2013

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: SAT

CONTRACTOR

By: _____

Print Name: Gina M Anchors

Title: President

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EXHIBIT 1

TECHNICAL SPECIFICATIONS

1. DEFINITIONS

1.1 Clippings: Includes any branches, bushes, hedge, vegetation or plant growth that requires removal and disposal at an approved land fill site.
1.2 Debris: Includes construction debris such as concrete blocks, drywall, plywood and any other related building materials.
1.3 Lands: Includes any plat, parcel, lot or portion thereof, including any abutting city right-of-way, easement or portion thereof.
1.4 Weeds: Includes all rank vegetative growth which emits obnoxious or unpleasant odors which might be a source of disease or physical distress to human beings, and the word "weed" shall also be deemed to include all high and rank vegetative growth that may conceal pools of water, trash, filth or any other deposit which may be detrimental to health.
1.5 Trash: Includes, but is not limited to, litter and garbage such as food materials, paper products, cans, and other disposal of hazardous products.

2. SPECIFICATIONS. Each property may vary as to the type of work required. The City will list the specific requirements applicable to a property on the Work Order. The following are the technical specifications for completing a work order.

2.1 All trash, litter and debris shall be removed from entire area prior to mowing.
2.2 Grass shall be mowed to a height of no less than two, or greater than three, inches. Mowing shall be done carefully so as not to tear the bark off trees and shrubs, intrude into ground cover beds, damage sodded areas or top soil, cause damage to sprinkler heads, valves, curbs, sidewalks or other facilities.
2.3 Weed and grass trimming along fences, hedges, and other property boundary barriers, fire hydrants, poles, trees, sidewalks, driveways, houses, etc. is to be completed consistent with the height and care standards set forth above.
2.4 Trimming of shrubs, hedges and trees shall only be performed if stated on the Work Order.
2.6 Trash, litter, debris, grass and weed clippings, limbs, vegetative clippings, other materials, appliances and furniture shall be removed from yards, walks, drives, gutters and curbs and other surfaces on the same day of mowing or trimming. All materials shall be removed from the site and disposed of in accordance with City and County requirements. Nothing shall be placed for City sanitation to pick up.
2.7 All lot clearing work shall be performed Monday through Saturday between 7:00 a.m. and 4:00 p.m.

EXHIBIT "2"
CITY OF WEST PALM BEACH

Work Order No. ____

Contract #_____
ITB# _____

Contractor: _____

Project: _____

Date:

Budget: Original WO: $
Amd. No. 1: $
Amd. No. 2: $

1. **Project/Task:**

A detailed Scope of Work is attached as **Exhibit A.**

2. **Agreement Reference**

This Work Order shall be performed under the terms and conditions described within the Contract for Lot Clearing Services, dated _____ by and between the City of West Palm Beach and _____ ("Contractor"), along with the Additional Terms and Conditions attached as **Exhibit B.**

3. **Schedule**

The Contractor shall commence services under this Work Order on the date of Notice to Proceed and fully complete said services in accordance with **Exhibit C.**

4. **Compensation**

The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit price rates set forth in the Contract, shall not exceed the sum of $_____. A detailed schedule of values is attached as **Exhibit D.**

5. **Small Business**

The aggregate small business goal under the Contract is 15% and the commitment is approximately 15%. The small business goal for this Work Order is _____%.

CONTRACTOR:

By:_____

Print Name: _____

CITY OF WEST PALM BEACH

_____
Geraldine Muoio, Mayor

Date: _____

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By:_____

EXHIBIT
3

City of West Palm Beach (B3)

SCHEDULE OF BID ITEMS

All bid items must include prices for furnishing all labor, material, equipment, supplies, and incidental costs such as, but not limited to, mobilization, traffic maintenance, supervision, inspection, servicing, permit fees, taxes, insurance, miscellaneous hauling, disposal of debris, overhead and profit to complete the services for each item specified.

CATEGORY I: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a vacant lot.

Item	Description	Fixed Price per Vacant Lot
1.	Lots up to 3,375 square feet	$43.00
2.	Lots over 3,375 square feet and under 6,750 square feet	$59.00
3.	Lots over 6,750 square feet and under 13,500 square feet	$77.00
4.	Lots over 13,500 square feet	$125.00

CATEGORY II: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a lot with a structure.

Item	Description	Fixed Price per Lot with Structure
5.	Lots up to 3,375 square feet	$37.00
6.	Lots over 3,375 square feet and under 6,750 square feet	$53.00
7.	Lots over 6,750 square feet and under 13,500 square feet	$70.00
8.	Lots over 13,500 square feet	$105.00

CATEGORY II: Including but not limited to trimming, removal, hauling and disposal of hedges and bushes.

		Price per Hour
9.	Hedge trimming	$25.00

CATEGORY III: Other Services.

		Fixed Price per Cubic yard
11.	Pick Up/Bag and removal of trash, garbage and litter to an approved dump site. Rate per Cubic Yard	$33.00
12.	Removal of Construction Debris to an approved dump site. Rate per Cubic Yard	$42.00

		Fixed Price per Man Hour
13.	Cut, trim (grind) and removal of trees to an approved dump site. Hourly Rate per Man	$25.00
14.	All other services as requested by Code Enforcement Hourly Rate per Man	$25.00

		Fixed Price per Each
15.	Indicate flat rate for removal of the following items (standard sizes):	
	A. Mattress	$18.00 ea
	B. Toilet	$10.00 ea
	C. Refrigerator	$17.00 ea
	D. Oven/Stove	$17.00 ea
	E. Miscellaneous Furniture/Household Items (over 30 lbs) (Example: Bed frames, tables, chairs, dressers	$17.00 ea
	F. Tires	$5.25 ea

Company Name: Anchors Lawn Maintenance FEIN: _____

Authorized Signature: Gino M. Anchors Date: 11/20/12

Print Name: Gino M. Anchors Title: President

Address: 401 S.E 3rd Ter. Deerfield, Fl. 33004

Phone: 561-366-9599 Fax: 561-651-0749

Email: AnchorsLawn@att.net

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

CITY OF WEST PALM BEACH

Work Order No. ____

Contract #_____
ITB# _____

Contractor: _____

Project: _____

Date:

Budget: Original WO: $
Amd. No. 1: $
Amd. No. 2: $

1. **Project/Task:**

A detailed Scope of Work is attached as **Exhibit A.**

2. **Agreement Reference**

This Work Order shall be performed under the terms and conditions described within the Contract for Lot Clearing Services, dated _____ by and between the City of West Palm Beach and _____ ("Contractor"), along with the Additional Terms and Conditions attached as **Exhibit B.**

3. **Schedule**

The Contractor shall commence services under this Work Order on the date of Notice to Proceed and fully complete said services in accordance with **Exhibit C.**

4. **Compensation**

The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit price rates set forth in the Contract, shall not exceed the sum of $_____. A detailed schedule of values is attached as **Exhibit D.**

5. **Small Business**

The aggregate small business goal under the Contract is 15% and the commitment is approximately 15%. The small business goal for this Work Order is _____%.

CONTRACTOR:

By: Gina M Anchors

Print Name: Gina M. Anchors

CITY OF WEST PALM BEACH

_____
Geraldine Muoio, Mayor

Date: _____

CITY ATTORNEY'S OFFICE
Approval as to form and legal sufficiency
By:_____
Date:_____

City of West Palm Beach
Lot Clearing Work Order

Case # _____ Code Enforcement Officer _____ Cell Phone # _____ Date _____

Property Address _____ Property Control # _____

Please check the appropriate boxes for the work to be performed:

Mowing, weed-eating, edging

[ ]	Vacant Lot – up to 3375 sq. ft.	$40.00/lot
[ ]	Vacant Lot – 3376 – 6750 sq. ft.	$57.50/lot
[ ]	Vacant Lot – 6751 – 13500 sq. ft.	$77.50/lot
[ ]	Vacant Lot – 13501 sq. ft or more	$120.00/lot
[ ]	With structure – up to 3375 sq. ft.	$37.50/lot
[ ]	With structure – 3376 – 6750 sq. ft.	$52.00/lot
[ ]	With structure – 6751 – 13500 sq. ft.	$75.00/lot
[ ]	With structure – 13501 sq. ft or more	$100.00/lot

Trimming, removal, hauling and disposal of hedges and bushes

[ ] _____ # linear foot of bushes/hedges less than 6ft in height to be trimmed/removed 2.32 per linear foot

[ ] _____ # linear foot of bushes/hedges more than 6ft in height to be trimmed/removed 3.58 per linear feet

Removal of construction debris

[ ] _____ Amount of const. debris to be removed (cu. yds.) $42.50 per cubic yard

Cut, trim, (grind) and removal of tree branches

[ ] _____ # trees to be cut, trimmed, or removed $30.00/hr per man

[ ] **Pick up/bag and removal of trash, garbage, and litter to an approved dump site** 35.00 per cubic yard

Household items to be removed

[ ] _____ # of mattresses $17.50 ea _____ # of toilets $10.00 ea
_____ # of refrigerators $22.50 ea _____ # of ovens/stoves $22.50 ea
_____ # of misc. furniture, household items (ex. Frames, tables, chairs, dressers) $15.00ea
_____ # of tires $5.00 ea

Other services requested by Code Enforcement $20.00/hr per man

Please describe: _____

_____

Work order authorized by: _____ **Date:** _____

Revised 4/05/2010

1 100%

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/3/2013 EXPIRATION DATE: 1/3/2015

PERSON: ANCHORS GINA M

FEIN: 900921283

BUSINESS NAME AND ADDRESS:

Print

ANCHORS LAWN MAINTENANCE INC

401 SE 3RD TERRACE

DANIA BEACH FL 33004

SCOPES OF BUSINESS OR TRADE:

PARK NOC-ALL
EMPLOYEES & DRIVE

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not receive benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 07-12 QUESTIONS? (850)413-1609

1 100%

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW **

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 1/3/2013 EXPIRATION DATE: 1/3/2015

PERSON: ANCHORS KEVIN L

FEIN: 900921283

BUSINESS NAME AND ADDRESS:

ANCHORS LAWN MAINTENANCE INC

401 SE 3RD TERRACE

DANIA BEACH FL 33004

SCOPES OF BUSINESS OR TRADE:

PARK NOC-ALL
EMPLOYEES & DRIVE

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the partner named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 07-12 QUESTIONS? (850)413-1609

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/07/2013

PRODUCER (954) 966-9993
Gulfstream Insurance Agency, Inc.
5833 Johnson Street

Hollywood FL 33021-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Anchors Lawn Maintenance Inc.
401 S.E. 3rd Terrace

Dania Bch. FL 33004-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Colony Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	GL3964014	01/04/2013	01/04/2014	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		CLAIMS MADE X OCCUR		/ /	/ /	MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
				/ /	/ /	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
		X POLICY PRO-JECT LOC		/ /	/ /		
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE		/ /	/ /		$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

(561) 659-8096 (561) 659-8026

CITY OF WEST PALM BEACH

200 2ND STREET 3RD FLOOR
WEST PALM BEACH FL 33401-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2013

PRODUCER (954) 966-9993
Gulfstream Insurance Agency, Inc.
5833 Johnson Street

Hollywood FL 33021-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: TRAVELERS	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Anchors Emergency Board-Up Services
16190 63rd Road, North

Loxahatchee FL 33470-

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR		/ /	/ /	MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
				/ /	/ /	GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC		/ /	/ /		
B		AUTOMOBILE LIABILITY	BA5A9506911	08/26/2012	08/26/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		X ANY AUTO					
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		X SCHEDULED AUTOS					
		HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE		/ /	/ /		$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER		/ /	/ /		
				/ /	/ /		
				/ /	/ /		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

(561) 659-8096 (561) 659-8026

City of West Palm Beach

200 2nd Street, 3rd Floor
West Palm Beach FL 33401-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

MEMO

OFFICE OF THE CITY ATTORNEY

To: **Jeri Muoio, Mayor**

From: Samuel A. Thomas, Sr. Asst. City Attorney SAT

Date: February 19, 2013

Matter No: **12-12124.002**

Dept. 102 Code Enforcement

Re: **C. Martin Landscaping; Lot Clearing**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: **Office of the City Clerk**

The Mayor is authorized to execute the document in accordance with:

Y Procurement Code.
____ Commission Approval. Resolution No.
____ City Charter

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Please **retain one original** as a public record and forward the other original to:

Mark Joyce, Code Enforcement

bm

RECEIVED
FEB 19 2013
City of West Palm Beach
Mayor's Office

CONTRACT FOR LOT CLEARING SERVICES

Contract No. 12124.002
ITB No. 12-13-102

THIS CONTRACT is made by and between the **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 ("City") and **C. MARTIN LANDSCAPING, INC.,** with an address of 1016 Charlotte Avenue, West Palm Beach, FL 33401 ("Contractor").

1. THE SERVICES.

1.1 Contractor hereby agrees to furnish, on an as needed basis, all the materials, equipment, tools, labor and incidentals necessary to clear lots located within the City limits in accordance with the technical specifications set forth in **Exhibit 1,** attached and incorporated herein, subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents. Lot clearing shall include, but not be limited to, mowing of overgrown grass or weeds; trimming of trees, shrubs, bushes or hedges including vegetation that obstructs rights-of-way, streets or sidewalks, obstructs visibility or is a hurricane debris hazard; and the removal of all trash, garbage, litter, debris, furniture and appliances. The Work shall be performed in a good, firm, substantial and workmanlike manner, in accordance with provisions of this Contract and the Contract Documents. This Contract is non-exclusive and the City reserves the right to award other Contracts for work falling within the scope of this Contract. No assignment or minimum amount of work requests or compensation is guaranteed under this Contract.

1.2 City's Right to Correct or Complete Work. If Contractor fail to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to Contractor, may, without prejudice to any other remedy City may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

1.3 Damage. Any and all damage caused by the Contractor shall be repaired or replaced in accordance with all City, County, and State regulations and after approval by City of plans for repair prepared by Contractor. This includes but is not limited to damaged or broken water lines, curbs, sidewalks, and streets. All costs for the repair or replacement will be the responsibility of the Contractor. Payment for services may be withheld or deductions made until repairs and/or corrections are made.

1.4 Method of Ordering Work. The City will issue a separate Work Order for each individual assignment on as needed basis, which shall be substantially in the same format as the Work Order attached at the end of this Contract and incorporated herein as **Exhibit "2".** The services to be provided under the assignments shall commence and be completed by the dates indicated on the Work Orders. Contractors shall perform only those tasks listed on the Work Order. Contractor will not be compensated for any other work unless it is approved by the City in writing and in advance. All terms and conditions of the Contract Documents will be applicable to each Work Order. The individual Work Orders will specify:

a. The work to be performed, its location and not-to-exceed cost based on the Rates set forth in Exhibit 3, and a schedule for performance;
b. The Square feet to be mowed, trimmed and cleaned;
c. The number of appliances or pieces of large furniture to be removed;
d. Shrubs or trees to be trimmed;
e. Trash/debris to be removed; and
f. Other work to be completed.

1.4.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any Specifications furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during performance of the Work any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.4.1.1 Contractor's Additional Obligations. Upon arrival at a property where the Contractor observes that the Work listed on the Work Order has been completed or is in the process of being performed, the Contractor shall not enter upon the property and shall immediately notify the Code Compliance staff to request release from this assignment and an additional assignment if no other assignments are pending. If the Contractor should encounter or observe any unusual circumstances or conditions which could be perceived as being suspicious or hazardous, the Contractor shall not enter upon the property and shall notify the Code Compliance staff to request assistance prior to entering the property to perform the assigned work. Contractor shall complete all Work in accordance with the Public Safety and Convenience Requirements and the General requirements set forth in Sections (2) (E) and (F) respectively of the ITB incorporated herein.

1.4.1.2 Service, Fulfillment and Emergency Response Time. The Contractor shall complete each Work Order within five (5) working days from the date of the Work Order unless an extension is granted by the City in writing. An act of God (rain, hurricane, fire, catastrophe or serious illness) or refusal of the property owner to allow the Contractor to enter on the property shall be considered acceptable reasons for the Contractor to refuse an assignment or to request an extension time to complete an assignment. Time is of the essence and the completion time specified must be adhered to. If the Work is not completed within five (5) working days from the date of the Work Request, the City reserves the right to have the Work performed by another contractor or, in the City's sole discretion to terminate this Contract.

The Contractor shall give the City priority when scheduling work assignments and shall give the City first priority before, during and after a public emergency, disaster, hurricane, flood or act of God. Emergency service call requests including, but not limited to, situations which present an unsafe or destructive condition, shall require work to be started within twenty four (24) hours from the time the call is placed.

1.4.2 Acceptance of Work. Acceptance of Work performed shall be by the City after the City's designated representative has inspected the Work and determined that the work authorized under each Work Order was completed consistent with the Contract Documents and applicable specifications.

1.4.3 Changes In The Work, City, without invalidating the Contract Documents may order written additions to or deductions from the work, the Contract price being adjusted accordingly. If Contractor makes a request for a change in the work, Contractor is not authorized to vary the work unless a written Change Order or written Amendment to Work Order is issued and executed by the City. No Change Order or Amendment shall be valid unless executed by the City.

1.4.4 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written Contract, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation

and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor Contracts provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: "*Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

1.4.5 TIME of Completion and Liquidated Damages. The Time of Completion for the Work authorized under each work order will be established at the time of issuance of work order and shall be of the essence. Contractor acknowledges that failure to complete the Work under each work order by the allotted time of completion will result in substantial damages to the City, the amount of which is difficult, if not impossible, to ascertain as of the date of this Contract. If the Work is not fully completed within the Time of Completion, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, the amount of One Thousand and 00/100 Dollars ($1,000.00), per calendar day for each and every day the time for completion exceeds the time allowed for that purpose. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety, if a Surety is required, shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

2. COMPENSATION.

2.1 Rates. As compensation for Work rendered by the Contractor, the City shall pay the Contractor according to the fixed prices and hourly rates set forth with detail in the Schedule of Bid Items attached hereto as **Exhibit "3"** and incorporated herein by this reference. Payment shall constitute full compensation for all the Work, equipment, vehicles, tools, fuel, insurance, taxes, permits, fees, transportation, suspensions, delays and all incidentals necessary to perform the Work under this Contract.

The City reserves the right to increase or decrease the total amount as necessary to meet actual requirements. No minimum amount of work or compensation is guaranteed under this Contract. The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purpose.

2.2 Invoices. Within 10 calendar days of completion of Work Order tasks, the Contractor will submit an individual invoice which shall include:

a. a copy of the original Work Order, the PO number and the work completed and accepted based on the contract specification;

b. before and after pictures accurately portraying the job, trash and/or debris represented by the invoice;

c. the Name(s) of staff members performing the work and the number of hours worked by each staff member; and

d. Solid Waste dump receipts in accordance with sections (2) C) and 6 of the ITB.

Invoices shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366.

2.3 Payment. Payment will be made after City's approval of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

The City may withhold payment to such extent as may be necessary to protect itself from loss on account of: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating public filing of claims by other parties against Contractor; (c) damage to another Contractor or Contractor; or (d) failure of Contractor to complete the Work.

No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3. EFFECTIVE DATE, TERM & RENEWAL. Time shall be of the essence with respect to all matters set forth in this Contract. The "Effective Date" of this Contract shall be the date this Contract is executed by the City. Subject to renewal or termination as provided in this Contract, this Contract shall commence on the Effective Date and shall continue and remain in full force and effect for thirty six (36) months thereafter and may be renewed, at the sole option of the City, for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written Contract and with all original terms and conditions adhered to. Any renewal will be subject to appropriation of funds by the City.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

4.1 Authority. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

4.2 Duly Licensed. Contractor represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

5. STANDARD OF CARE. The standard of care for all Services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

A. Work Site Safety. Contractor shall maintain adequate protection of the Work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with this Contract. Contractor shall take all necessary precautions for the protection of the public if applicable and all City and Contractor employees, agents or personnel. Contractor shall make good any damages, injury, or loss to the Work and to the property of the City resulting from lack of reasonable protective precautions.

B. Protection Against Damage, Cleaning Up. The Contractor shall, at all times, guard against damage or loss to the property of the City, the Contractor's own property and/or that of other Contractors, 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 ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents. The Contractor shall be responsible to safeguard all their property such as tools and equipment while on site. The City will not be held responsible for any loss of Contractor due to theft or vandalism. The Contractor shall provide due care at all times to cordon off and/or post signs to maintain a safe work area in order to avoid creating a hazardous condition for pedestrians, property and vehicles. The Contractor shall ensure the work site is kept free of hazards and that debris, rubbish and scrap material are removed from the site on a regular basis to provide a neat and orderly appearance at the end of each workday and upon project completion. 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 Contractor, and it shall save the City and political unit thereof harmless from all claims made on account of such damages.

C. Warranty. Contractor shall warrant that the Service provided and all materials are free from improper workmanship and defective materials and in conformance with specifications for one (1) year from date of acceptance from the City. Contractor shall collect and deliver to the City any specific written warranties given by the manufacturer.

6. PROPERTY RIGHTS. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its sub-consultants.

7. INSURANCE.

10.1 Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under this Contract by Contractor, or by a subcontractor of Contractor, or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.

7.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

7.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

7.4 Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Contract. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or Contract by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

7.5 All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City as an Additional Insured. No costs shall be paid by the City for an additional insured endorsement.

7.6 Contractor shall maintain the following liability coverage, in the limits specified:

a. Commercial General Liability: Not less than $2,000,000 per occurrence/ $3,000,000 annual aggregate combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

b. Business Automobile Liability: Not less than $ Two Million ($2,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles.

c. Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

d. Umbrella or Excess Liability Insurance. Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the City, and the City Commission and their officers, agents, employees and City Commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractor, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

8. INDEMNITY. Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

9. TERMINATION.

9.1 The City shall have the right to terminate this Contract, in whole or in part, with or without cause, or for its convenience, upon five (5) days written notice to Contractor. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

9.2 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

9.3 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

10. GENERAL PROVISIONS:

10.1 Headings. The headings contained in this Contract are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Contract.

10.2 Integration. This Contract constitutes the entire Contract between Contractor and the City and supersedes all prior verbal and written Contracts, understandings, negotiations and

discussions between the parties hereto. No verbal Contract or conversation with any officer, agent or employee of the City either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

10.3 Severability. The invalidity, illegality or unenforceability of any provision of this Contract shall not affect the validity, legality or enforceability or any other provision of this Contract and this Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

10.4 Assignment. This Contract requires the personal skills and experience of Contractor and may not be assigned by Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

10.5 Specific Waiver. Any waiver issued by the City of any provision of the Contract Documents shall only be effective if issued in writing by the City and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, Contract or undertaking set forth in this Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, Contract or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, Contract or undertaking at any time in the future.

10.6 Compliance with Laws. Contractor shall comply with all applicable City, State and Federal laws, codes and regulations relating to the Services and provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable local, State and Federal laws relating to wages, hours, safety and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

10.7 Federal and State Tax. The City is exempt from Federal Tax and State Tax for Tangible Personal Property. Vendors' Contractors doing business with the City shall not be exempted from paying sales tax to their Contractor for materials to fulfill contractual obligations with the City, nor shall any Vendor Contractor be authorized to use the City's Tax Exemption number in securing such materials.

10.8 Small Business Requirements. Contractor shall comply with the City's Small Business Code, Chapter 66 of the City's Code of Ordinances, which is incorporated herein by reference.

10.9 No Solicitation. Contractor has not employed or retained any person employed by the City to solicit or secure this Contract and it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Contract.

10.10 Non-Discrimination. In performing under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

10.11 Right to Audit. Contractor shall maintain adequate records of the services for at least three (3) years from the completion of the Services. City, from time to time, during Contractor business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit the Contractor books and records, at the City's expense, with regard to the accounts and services provided to or on behalf of the City hereunder to ensure that all aspects of the Contract are being met. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the City.

10.12 Public Records Law. The Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the Contract. Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the City.

10.13 Notices. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

To City: City of West Palm Beach
P.O. Box 3366 / 401 Clematis Street (33401)
West Palm Beach, FL 33402
Attn.: Procurement Official

To Contractor: to Contractor at the mailing address listed on the first page of this Contract.

10.14 Modification. There may be no modification of this Contract, except in a writing executed with the same formalities as this document.

10.15 Governing Law; Venue. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. 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 CONTRACT.

10.16 Unauthorized Aliens/Patriot's Act. The knowing employment by Contractor or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. In the event that Contractor is notified or becomes aware of such default, Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this which and unilateral termination. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

10.17 Public Entity Crimes Act. Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its sub-contractors under this Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Contract or entering into this Contract. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

10.18 Force Majeure. In the event of a hurricane, tornado, fire, flood, major storm or other natural disaster or epidemic, war, civil disturbance, terrorist activity or government actions beyond the control of the Contractor and which results in the prevention or delay of performance by the Contractor, the Purchasing Official may grant the Contractor an extension of time for delivery.

10.19 Ethics; Conflicts of Interest. Contractor represents that:

a. It has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

b. It has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

C. It does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

c. It does not employ, directly or indirectly, any official, employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

d. Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

e. It presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services. Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Contract.

f. Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

g. Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, the City shall so state in its opinion and Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Contractor under this Contract. In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.20 Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

10.21 Inspector General. 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 may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor t understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

10.22 No Contingency. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.23 Permits and Licenses. The Suppler shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits or certification shall be reported to the City within thirty (30) working days.

10.24 Independent Contractor. Contractor acknowledges and agrees that it is an independent contractor of the City and is not an employee of the City. Contractor more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Contractor hereunder. Contractor acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Contractor duties hereunder under this Contract. Contractor shall be responsible to the City for all work or services performed by Contractor or any person or firm engaged as a subcontractor to perform work in fulfillment of this Contract.

10.25 Controlling Provisions. The term "Contract" shall include the term "Contract" and all the terms and conditions set forth in the Purchase Order, the Bid and this Contract, all of which taken together form the Contract. Unless the context requires otherwise, all references to "this Contract" and use of the terms "herein", "hereby", "hereof," "hereto", "hereunder" and the like shall be deemed to include the individual purchase orders, the Bid, this Contract and any addenda thereto. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the Solicitation, including but not limited to an Invitation to Bid and/or Bid, or Request for Proposals (RFP) or Request for Qualifications (RFQ) and/or Response, the provisions shall be given precedence in the following order: (1) this Contract; (2) the Purchase Order and (3) the Solicitation. Wherever possible, the provision or provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

10.26 Counterparts; Digital Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Contract may agree to execute this Contract, and all subsequent amendment or modifications to it, by electronic means.

10.27 AVAILABILITY OF FUNDS. This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

10.28 Contract Documents. The terms "Contract" and "Contract" shall have the same meaning throughout this Contract. Contractor agrees to perform this Contract in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents and are incorporated herein, whether or not they are attached.

Exhibit "1"	Technical Specifications
Exhibit "2"	Work Order (Form)
Exhibit "3"	Schedule of Bid Items
Exhibit "4"	Invitation to Bid (ITB) No. 12-12-102 & Addenda 1 & 2 (Incorporated but not attached)
Exhibit "5"	Insurance Certificates

11 Entire Contract. This Contract, including the Exhibits attached hereto, set forth the entire understanding between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties, superseding any other written or oral representations, statements, negotiations or Contracts to the contrary.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last executed below.

ATTEST:

By: Hazelin F. Carr
City Clerk

CITY OF WEST PALM BEACH

By: Geraldine Muoio
Geraldine Muoio, Mayor

Date: 2/19, ~~2012~~ 2013

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: SAT

CONTRACTOR Carl Martin

By: C. MARTIN LANDSCAPING INC.

Print Name: CARL MARTIN

Title: OWNER / CEO

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Exhibit 1

TECHNICAL SPECIFICATIONS

1. DEFINITIONS

1.1 Clippings: Includes any branches, bushes, hedge, vegetation or plant growth that requires removal and disposal at an approved land fill site.

1.2 Debris: Includes construction debris such as concrete blocks, drywall, plywood and any other related building materials.

1.3 Lands: Includes any plat, parcel, lot or portion thereof, including any abutting city right-of-way, easement or portion thereof.

1.4 Weeds: Includes all rank vegetative growth which emits obnoxious or unpleasant odors which might be a source of disease or physical distress to human beings, and the word "weed" shall also be deemed to include all high and rank vegetative growth that may conceal pools of water, trash, filth or any other deposit which may be detrimental to health.

1.5 Trash: Includes, but is not limited to, litter and garbage such as food materials, paper products, cans, and other disposal of hazardous products.

2. SPECIFICATIONS.

Each property may vary as to the type of work required. The City will list the specific requirements applicable to a property on the Work Order. The following are the technical specifications for completing a work order.

2.1 All trash, litter and debris shall be removed from entire area prior to mowing.

2.2 Grass shall be mowed to a height of no less than two, or greater than three, inches. Mowing shall be done carefully so as not to tear the bark off trees and shrubs, intrude into ground cover beds, damage sodded areas or top soil, cause damage to sprinkler heads, valves, curbs, sidewalks or other facilities.

2.3 Weed and grass trimming along fences, hedges, and other property boundary barriers, fire hydrants, poles, trees, sidewalks, driveways, houses, etc. is to be completed consistent with the height and care standards set forth above.

2.4 Trimming of shrubs, hedges and trees shall only be performed if stated on the Work Order.

2.6 Trash, litter, debris, grass and weed clippings, limbs, vegetative clippings, other materials, appliances and furniture shall be removed from yards, walks, drives, gutters and curbs and other surfaces on the same day of mowing or trimming. All materials shall be removed from the site and disposed of in accordance with City and County requirements. Nothing shall be placed for City sanitation to pick up.

2.7 All lot clearing work shall be performed Monday through Saturday between 7:00 a.m. and 4:00 p.m.

Exhibit 2

City of West Palm Beach
Lot Clearing Work Order

Case # _____ Code Enforcement Officer _____ Cell Phone # _____ Date _____

Property Address _____ Property Control # _____

Please check the appropriate boxes for the work to be performed:

Mowing, weed-eating, edging

[ ]	Vacant Lot – up to 3375 sq. ft.	$40.00/lot
[ ]	Vacant Lot – 3376 – 6750 sq. ft.	$57.50/lot
[ ]	Vacant Lot – 6751 – 13500 sq. ft.	$77.50/lot
[ ]	Vacant Lot – 13501 sq. ft or more	$120.00/lot
[ ]	With structure – up to 3375 sq. ft.	$37.50/lot
[ ]	With structure – 3376 – 6750 sq. ft.	$52.00/lot
[ ]	With structure – 6751 – 13500 sq. ft.	$75.00/lot
[ ]	With structure – 13501 sq. ft or more	$100.00/lot

Trimming, removal, hauling and disposal of hedges and bushes

[ ] _____ # linear foot of bushes/hedges less than 6ft in height to be trimmed/removed 2.32 per linear foot

[ ] _____ # linear foot of bushes/hedges more than 6ft in height to be trimmed/removed 3.58 per linear feet

Removal of construction debris

[ ] _____ Amount of const. debris to be removed (cu. yds.) $42.50 per cubic yard

Cut, trim, (grind) and removal of tree branches

[ ] _____ # trees to be cut, trimmed, or removed $30.00/hr per man

[ ] **Pick up/bag and removal of trash, garbage, and litter to an approved dump site** 35.00 per cubic yard

Household items to be removed

[ ] _____ # of mattresses $17.50 ea _____ # of toilets $10.00 ea
_____ # of refrigerators $22.50 ea _____ # of ovens/stoves $22.50 ea
_____ # of misc. furniture, household items (ex. Frames, tables, chairs, dressers) $15.00ea
_____ # of tires $5.00 ea

Other services requested by Code Enforcement $20.00/hr per man

Please describe: _____

_____

Work order authorized by: _____ **Date:** _____

Revised 4/05/2010

EXHIBIT 3

City of West Palm Beach **(B3)**

SCHEDULE OF BID ITEMS

All bid items must include prices for furnishing all labor, material, equipment, supplies, and incidental costs such as, but not limited to, mobilization, traffic maintenance, supervision, inspection, servicing, permit fees, taxes, insurance, miscellaneous hauling, disposal of debris, overhead and profit to complete the services for each item specified.

CATEGORY I: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a vacant lot.

Item	Description	Fixed Price per Vacant Lot
1.	Lots up to 3,375 square feet	$ 45.00
2.	Lots over 3,375 square feet and under 6,750 square feet	$ 65.00
3.	Lots over 6,750 square feet and under 13,500 square feet	$ 80.00
4.	Lots over 13,500 square feet	$ 110.00

CATEGORY II: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a lot with a structure.

Item	Description	Fixed Price per Lot with Structure
5.	Lots up to 3,375 square feet	$ 40.00
6.	Lots over 3,375 square feet and under 6,750 square feet	$ 60.00
7.	Lots over 6,750 square feet and under 13,500 square feet	$ 75.00
8.	Lots over 13,500 square feet	$ 100.00

CATEGORY II: Including but not limited to trimming, removal, hauling and disposal of hedges and bushes.

		Price per Hour
9.	Hedge trimming	$ 30.00

CATEGORY III: Other Services.

		Fixed Price per Cubic yard
11.	Pick Up/Bag and removal of trash, garbage and litter to an approved dump site. Rate per Cubic Yard	$ 35.00
12.	Removal of Construction Debris to an approved dump site. Rate per Cubic Yard	$ 44.00

		Fixed Price per Man Hour
13.	Cut, trim (grind) and removal of trees to an approved dump site. Hourly Rate per Man	$ 30.00
14.	All other services as requested by Code Enforcement. Hourly Rate per Man	$ 20.00

		Fixed Price per Each
15.	Indicate flat rate for removal of the following items (standard sizes):	
	A. Mattress	$ 15.00 ea
	B. Toilet	$ 10.00 ea
	C. Refrigerator	$ 20.00 ea
	D. Oven/Stove	$ 20.00 ea
	E. Miscellaneous Furniture/Household items (over 30 lbs) (Example: Bed frames, tables, chairs, dressers	$ 17.50 ea
	F. Tires	$ 5.00 ea

Company Name: C. MARTIN LANDSCAPING INC FEIN: 205-37-8410

Authorized Signature: Carl Martin Date: NOVEMBER 9, 2012

Print Name: CARL MARTIN Title: OWNER

Address: 1016 CHARLOTTE AVE.

Phone: (561) 313-3996 Fax: (561) 832-1080

Email: 3CMARTIN3@ATT.NET

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

Exhibit 4

The City of West Palm Beach

"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
410 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

Addendum No. 1
Invitation to Bid (ITB) 12-13-102

Annual Contract for Lot Clearing Services

Each recipient of this Addendum No. 1 to the Invitation to Bid (ITB) who responds to the ITB acknowledges all of the provisions set forth in the ITB and agrees to be bound by the terms thereof. This addendum shall modify and become part of the above referenced ITB.

The purpose of this addendum is to change the ITB Due Date.

A. Change in Due Date

The ITB Due Date is changed from 3:00 PM, Wednesday, November 21, 2012 to:

3:00 PM, Monday, November 26, 2012

Proposers must acknowledge receipt of this Addendum Number Two in the space provided below. All other conditions of this ITB remain the same. This Addendum forms an integral part of the documents and therefore must be executed. *Failure to return this addendum with your proposal submittal may be cause for disqualification.*

ISSUED BY: City of West Palm Beach
Procurement Division
November 16, 2012

Issued By: Althea Pemsel
Althea Pemsel, MA, CPM
Procurement Official

BIDDER:

Company Name: C. MARTIN LANDSCAPING

Signed By: Carl Martin

Print Name: CARL MARTIN

Title: OWNER / CEO

Date: NOVEMBER 20, 2012

End of Addendum No. 1

The City of West Palm Beach

"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
410 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

Addendum No. 1
Invitation to Bid (ITB) 12-13-102

Annual Contract for Lot Clearing Services

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ISSUED BY: City of West Palm Beach
Procurement Division
November 16, 2012

Issued By: Althea Pemsel
Althea Pemsel, MA, CPM
Procurement Official

BIDDER:

Company Name: C. MARTIN LANDSCAPING

Signed By: Carl Martin

Print Name: CARL MARTIN

Title: OWNER / CEO

Date: NOVEMBER 20, 2012

End of Addendum No. 1

The City of West Palm Beach

"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
410 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

Addendum No. 1
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ISSUED BY: City of West Palm Beach
Procurement Division
November 16, 2012

Issued By: Althea Pemsel
Althea Pemsel, MA, CPM
Procurement Official

BIDDER:

Company Name: C. MARTIN LANDSCAPING

Signed By: Carl Martin

Print Name: CARL MARTIN

Title: OWNER / CEO

Date: NOVEMBER 20, 2012

End of Addendum No. 1

The City of West Palm Beach
"The Capital City of the Palm Beaches"

PROCUREMENT DIVISION
410 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
FAX: (561) 822-1564

November 16, 2012
ADDENDUM NO. 2
ITB 12-13-102

ANNUAL CONTRACT for LOT CLEARING SERVICES

Each recipient of this Addendum No. 2 to the Invitation to Bid (ITB) who responds to the ITB acknowledges all of the provisions set forth in the ITB and agrees to be bound by the terms thereof. This addendum shall modify and become part of the above referenced ITB.

The purpose of this addendum is to provide clarifications to the original documents.

A. Clarifications

1. **Question:** On Form B2, is there a Bid Amount?
   Answer: No since this is based on hourly rates.

2. **Question:** On Form B3, Schedule of Bid Items page 2, Category 2, #9 Hedge Trimming, is the price per hour per man?
   Answer: Yes, the price is per hour per man.

3. **Question:** On Form B12, Section 1 General Information, what is the Total Base Projected/Contract Amount?
   Answer: It is an indefinite quantity, no guaranteed amount.

4. **Question:** On Form B15 Contractor's Material Suppliers, what if there are no suppliers and no materials to be provided, just services. What do I write on this form?
   Answer: You can answer "Not Applicable".

5. **Question:** On page 11, where do I go to get both the electronic spreadsheet for bid item tabulation and the paper bid tabulation sheet? Is that Form B3?
   Answer: Yes, that is Form B3.

Proposers must acknowledge receipt of this Addendum Number Two in the space provided below. All other conditions of this ITB remain the same. This Addendum forms an integral part of the documents and therefore must be executed. *Failure to return this addendum with your proposal submittal may be cause for disqualification.*

ISSUED BY: City of West Palm Beach
Procurement Division
November 16, 2012

Issued By: Althea Pemsel
Althea Pemsel, MA, CPM
Procurement Official

BIDDER:

Company Name: C. MARTIN LANDSCAPING

Signed By: Carlo Martin

Print Name: CARLO MARTIN

Title: OWNER / C.E.O

Date: NOVEMBER 26, 2012

End of Addendum No. 2

City of West Palm Beach

BID PACKAGE COVER SHEET

Title Project: ITB 12-13-102 Annual Contract for Lot Clearing Services

Bidder Company Name: C. MARTIN LANDSCAPING INC.

Enclose the following documents:

✓ 1. Bid Package Cover Sheet. (B1)
✓ 2. Bid (B2) **Must be signed**
✓ 3. Schedule of Bid Items (B3) **Must be signed**
✓ 4. Substitution Sheet (B4). If none, mark "none".
✓ 5. Schedule of Sub-contractors (B5). If none, mark "none".
✓ 6. Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
✓ 7. Reference List (B7)
✓ 8. Affidavit Of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
✓ 9. Drug Free Certification (B9)
✓ 10. Trench Safety Compliance Form (B10)
✓ 11. Small Business - Listing of all Small Business Bids (B11)
✓ 12. Statement of Small Business Participation (B12) Attach small business certifications.
✓ 13. Small Business - Letter of Intent (B13)
N/A 14. Small Business - Good Faith Effort (B14) (only if required)
✓ 15 Contractor's Material Suppliers (B15)
✓ 16 Contractor's Existing and Proposed Workload (B16)
N/A 17. Bid bond or deposit (if required)
____ 18. Copies of licenses, certifications and registrations
____ 19. Sample of Daily Report

Clearly mark the outside lower left corner of the Envelope with the Invitation to Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL (on color paper) and THREE (3) PHOTOCOPIES of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms (B1 – B16).
Forms B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

City of West Palm Beach

(B2)

BID

ITB 12-13-102

Proposal of: C. MARTIN LANDSCAPING
(Bidder Company Name)

Bid Amount: $_____

(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 $ N/A.

5. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material 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 City may withdraw the offer and contract with another bidder 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 and 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. Final completion shall be in Zero (0) calendar days.

10. Liquidated damages for delay are agreed to be $1,000 per calendar day.

11. Small Business participation for this project is 15%.

12. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

13. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

14. The City reserves the right to select and include one or more alternates in the Project and work.

15. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name *Address* N/A

16. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name *Address* N/A

17. 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.

18. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

19. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

20. 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.

Bidder Company Name: C. MARTIN LANDSCAPING INC.

Business Address: (Street, City, State, Zip Code) 1016 CHARLOTTE AVE. WEST PALM BEACH FLORIDA

State of Incorporated: FL. Telephone: (561) 313-3976 Fax: (561) 832-1060

BIDDER:

Carl Martin

Signature of Official authorized to bind Bidder.

Print Name: CARL MARTIN

Title: OWNER

Date: NOVEMBER 9, 2012

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

City of West Palm Beach **(B3)**

SCHEDULE OF BID ITEMS

All bid items must include prices for furnishing all labor, material, equipment, supplies, and incidental costs such as, but not limited to, mobilization, traffic maintenance, supervision, inspection, servicing, permit fees, taxes, insurance, miscellaneous hauling, disposal of debris, overhead and profit to complete the services for each item specified.

CATEGORY I: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a vacant lot.

Item	Description	Fixed Price per Vacant Lot
1.	Lots up to 3,375 square feet	$ 45.00
2.	Lots over 3,375 square feet and under 6,750 square feet	$ 65.00
3.	Lots over 6,750 square feet and under 13,500 square feet	$ 80.00
4.	Lots over 13,500 square feet	$ 110.00

CATEGORY II: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a lot with a structure.

Item	Description	Fixed Price per Lot with Structure
5.	Lots up to 3,375 square feet	$ 40.00
6.	Lots over 3,375 square feet and under 6,750 square feet	$ 60.00
7.	Lots over 6,750 square feet and under 13,500 square feet	$ 75.00
8.	Lots over 13,500 square feet	$ 100.00

CATEGORY II: Including but not limited to trimming, removal, hauling and disposal of hedges and bushes.

		Price per Hour
9.	Hedge trimming	$ 30.00

CATEGORY III: Other Services.

		Fixed Price per Cubic yard
11.	Pick Up/Bag and removal of trash, garbage and litter to an approved dump site. Rate per Cubic Yard	$ 35.00
12.	Removal of Construction Debris to an approved dump site. Rate per Cubic Yard	$ 44.00

		Fixed Price per Man Hour
13.	Cut, trim (grind) and removal of trees to an approved dump site. Hourly Rate per Man	$ 30.00
14.	All other services as requested by Code Enforcement Hourly Rate per Man	$ 20.00

		Fixed Price per Each
15.	Indicate flat rate for removal of the following items (standard sizes):	
	A. Mattress	$ 15.00 ea
	B. Toilet	$ 10.00 ea
	C. Refrigerator	$ 20.00 ea
	D. Oven/Stove	$ 20.00 ea
	E. Miscellaneous Furniture/Household Items (over 30 lbs) (Example: Bed frames, tables, chairs, dressers	$ 17.50 ea
	F. Tires	$ 5.00 ea

Company Name: C. MARTIN LANDSCAPING INC **FEIN:** 205-37-8410

Authorized Signature: Carl Martin **Date:** NOVEMBER 9, 2012

Print Name: CARL MARTIN **Title:** OWNER

Address: 1016 CHARLOTTE AVE.

Phone: (561) 313-3976 **Fax:** (561) 832-1080

Email: 3CMARTIN3@ATT.NET

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

City of West Palm Beach **(B4)**

ITB 12-13-102

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 BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
	N/A		$	$
			$	$
	NONE		$	$
			$	$
			$	$
			$	$

City of West Palm Beach

(B5)

ITB 12-13-102

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.
The following is a complete list of all sub-contractors utilized for this project:

			Dollar amount of subcontract work
1.	N/A (company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
2.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
3.	(company name)	(type of work)	$
	(address) NONE	(tel. #)	
	(zip code)	(federal I.D. #)	
4.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	
5.	(company name)	(type of work)	$
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

Total dollar amount to be awarded to sub-contractors (this page) $

SCHEDULE OF SUBCONTRACTORS (continued if necessary)

6. N/A (company name) _____ (type of work) _____ $ _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

7. _____ (company name) _____ (type of work) $ _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

8. _____ (company name) _____ (type of work) $ _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

9. _____ (company name) _____ (type of work) $ _____

(address) _____ (tel. #) _____

(zip code) _____ (federal I.D. #) _____

Total dollar amount to be awarded to sub-contractors (this page) $ _____

Total dollar amount to be awarded to Sub-contractors $ _____

Authorized Signature: Carl Martin

Note: The above schedule of sub-contractors 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 Engineering Services Department for approval prior to that sub-contractor performing any work.

City of West Palm Beach **(B6)**

ITB 12-13-102

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: C. MARTIN LANDSCAPING INC.

Address: 1016 CHARLOTTE AVE.

WEST PALM BEACH, FL. 33401

Telephone: (561) 313-3976 OR (561) 385-0637

Fax: (561) 882-1060

GENERAL CONTRACTOR OF RECORD:

Name: N/A

Address: _____

_____

State License # _____ **(ATTACH COPY)**

County License # 56-0029 **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the General Contractor a full-time employee of Prime Bidder?

____ Yes ____ No

Will the General Contractor be in responsible charge of the work performed and installed under this contract?

____ Yes ____ No

City License: **(ATTACH COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT** *–Maybe obtained from City Construction Services*)

Failure to fully or accurately complete this form may be cause for rejection of the bid.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.taxcollectorpbc.com Tel: (561) 355-2272

LOCATED AT

4963 MARBELLA RD N
WEST PALM BEACH, FL 33417-1147

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0029 LAWN & LANDSCAPE MAINTENANCE	MARTIN CARL		U12:680425 - 08/31/12	$33.00	B40003819

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2012/2013 LOCAL BUSINESS TAX RECEIPT

CARL MARTIN LANDSCAPING
CARL MARTIN LANDSCAPING
4963 MARBELLA RD N
WEST PALM BEACH, FL 33417-1147

LBTR Number: 199909420
EXPIRES: SEPTEMBER 30. 2013

This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state of federal law.

City of West Palm Beach **(B7)**

ITB 12-13-102

LIST OF REFERENCES

1. Owner's Name & Address: MERCER CONDO ASSOC.

Project: REMOVED DEBRIS / MAINTAIN

Contact Person PATTY

Telephone: (561) 655-7211 Fax: ( ) _____ E-Mail: _____

2. Owner's Name & Address: PALM BEACH COUNTY SCHOOL DISTRICT

Project: TRIM / REMOVE DEBRIS / CUT & MAINTAIN

Contact Person THOMAS NICKENS

Telephone: (561) 688-7507 Fax: ( ) _____ E-Mail: _____
CELL (561) 662-5236

3. Owner's Name & Address: JOHN DEERE LANDSCAPES

Project: TRIM TREES / HEDGES / CUT & MAINTAIN

Contact Person ADAM DAI KEVIN

Telephone: (561) 844-8088 Fax: ( ) _____ E-Mail: _____

4. Owner's Name & Address: PALM BEACH COUNTY SCHOOL DISTRICT

Project: TRIM / REMOVE DEBRIS / TREES / CUT & MAINTAIN

Contact Person LUSITE TELFAIR

Telephone: (561) 688-7676 Fax: ( ) _____ E-Mail: _____
(561) 248-2924

AFFIDAVIT OF PRIME BIDDER (B8)
Re Non-collusion and Public Entity Crime

State of FLORIDA }
County of PALM BEACH }

CARL MARTIN, being first duly sworn, disposes and says that:
(Name)

1. I am the OWNER / CEO of C. MARTIN LANDSCAPING INC the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am 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 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 secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: ___ NONE (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: NONE (if none, write "None").

7. 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.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Carl Martin

(Print Name) CARL MARTIN

(Title) OWNER / CEO

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this 11/09/2012 *(Date)*

by: Carl Martin

✓ who is personally known to me or

_____ who has produced _____ as identification

and who did / (did not) take an oath.

Greta H. Cropp GRETA H. CROPP
Notary Public (Print & Sign Name)

Commission No. _____

GRETA H. CROPP
MY COMMISSION # EE 090883
EXPIRES: May 23, 2015
Bonded Thru Notary Public Underwriters

City of West Palm Beach **(B9)**

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

C. MARTIN LANDSCAPING 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.

Carl Martin
Authorized Signature

CARL MARTIN
Print Name

NOVEMBER 9, 2012
Date

City of West Palm Beach **(B10)**

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: C. MARTIN LANDSCAPING INC.

Authorized Signature: Carl Martin

Date: NOVEMBER 9, 2012

Procurement Division/Small Business Program
401 Clematis Street, 5th floor
West Palm Beach, Florida 33401
Tel: 561-822-2100
Fax: 561-835-0028
Website: www.wpb.org/puchasing/sbiz

(B-11)

Form SB02

Subcontractors Listing

Bidder/Proposer's Name: C. MARTIN LANDSCAPING / CARL MARTIN Telephone No. (561) 313-3976

ITB or RFP Title: Annual Contract for Lot Clearing Services ITB or RFP No.: 11-12-115

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

	Company Name	Work To Be Performed	Contact Person	Telephone Number
1.		N/A		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Print Preparer's Name: CARL MARTIN Title: OWNER / C.E.O

Signature: Carl Martin Date: NOVEMBER 9, 2012

Procurement Division/Small Business Program
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel. (561) 822-2100
Fax (561) 835-0028
Website: www.wpb.org/puchasing/sbiz

(B12)
Form SB01

Instructions: List all Small Businesses that will participate on this project/contract. **Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title _____

ITB or RFP Title: **Annual Contract for Lot Clearing Services** Project Number: _____

ITB or RFP Number: _____ SB Goal (if established): **15%**

Total Base Project/Contract Amount: $ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.		$	%	%
2. N/A		$	%	%
3.		$	%	%
4.		$	%	%
5.		$	%	%
6.		$	%	%
TOTAL		$	%	%

Preparer's Signature: Carl Martin Date: November 9, 2012

Procurement Division/Small Business Program
401 Clematis Street, 5th floor
West Palm Beach, FL 33401
Tel. (561) 822-2100
Fax (561) 822-1564
Website: www.wpb.org/puchasing/sbiz

(B-13)

Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA)** certified Small Businesses can be used **to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: C. MARTIN LANDSCAPING INC.

ITB or RFP Title: **Annual Contract for Lot Clearing Services**

ITB or RFP Number: ITB 12-13-102

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	*Item Description or Work to be Performed*	Contract Amount
		$
	N/A	$
		$
		$

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: CARL MARTIN Title: OWNER/CEO

Signature: Carl Martin Date: NOVEMBER 9, 2012

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required. **Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
John Deere	Lawn Equipment	Unknown	
Power Equipment Experts	Lawn Equipment	Unknown	

City of West Palm Beach **(B16)**

ITB 12-13-102

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
	N/A				

L

BIDDERS QUESTIONNAIRE

Company Name: C. MARTIN LANDSCAPING

President/Owner: CARL MARTIN

Years in Business: 20+ YRS

Equipment

List of equipment currently owned and condition of each unit.		(Circle One)
WEED EATERS	(15)	Good Fair Poor
LAWN MOWERS	(12)	Good Fair Poor
EDGERS	(15)	Good Fair Poor
CHAIN SAWS	(14)	Good Fair Poor
POLE SAWS	(8)	Good Fair Poor
BLOWERS	(14)	Good Fair Poor
DUMP TRUCK	(2)	Good Fair Poor
BOBCAT	(1)	Good Fair Poor
BUCKET TRUCK	(1)	Good Fair Poor
		Good Fair Poor
		Good Fair Poor
		Good Fair Poor
		Good Fair Poor
		Good Fair Poor
		Good Fair Poor

Exhibit 5

OP ID: ACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2012

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
Evergreen Insurance Agency
583 105th Avenue N, Ste 2
Royal Palm Beach, FL 33411
Phone: 561-966-8883
Fax: 561-964-8885

CONTACT NAME: Evergreen Insurance Agency
PHONE (A/C, No, Ext): 561-966-8883 FAX (A/C, No): 561-964-8885
E-MAIL ADDRESS: angela@evergreenins.net
PRODUCER CUSTOMER ID #: CMALA01

INSURED
C. Martin Landscaping
1016 Charlotte Ave.
West Palm Beach, FL 33401

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First National Insurance Co.	24724
INSURER B : Montgomery Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			25-CC-334858-2 BLANKET ADD'L INSURED	11/04/2012	11/04/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							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
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			01CI55818910	01/13/2012	01/13/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401

CITWE03

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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01-05-2012

JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

* * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * *

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 01/05/2012 EXPIRATION DATE: 01/04/2014

PERSON: MARTIN CARL

FEIN: 205378410

BUSINESS NAME AND ADDRESS:
C MARTIN LANDSCAPING INC
1016 CHARLOTTE AVE
WEST PALM BCH FL 33401

SCOPES OF BUSINESS OR TRADE:
1- LANDSCAPE

IMPORTANT: Pursuant to Chapter 440 . 05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

PLEASE CUT OUT THE CARD BELOW AND RETAIN FOR FUTURE REFERENCE

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
CONSTRUCTION INDUSTRY
CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW

EFFECTIVE: 01/05/2012 EXPIRATION DATE: 01/04/2014

PERSON: CARL MARTIN

FEIN: 205378410

BUSINESS NAME AND ADDRESS:
C MARTIN LANDSCAPING INC
1016 CHARLOTTE AVE
WEST PALM BCH, FL 33401

SCOPE OF BUSINESS OR TRADE:
1- LANDSCAPE

FOLD HERE

IMPORTANT

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt.

Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

QUESTIONS? (850) 413-1609

CUT HERE

* Carry bottom portion on the job, keep upper portion for your records.

DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 01-11

CITY OF WEST PALM BEACH

Work Order No. ____

Contract # 12124.002
ITB# 12-13-102

Contractor: C. MARTIN

Project: LOT CLEARING SVCS

Date:

Budget: Original WO: $
Amd. No. 1: $
Amd. No. 2: $

1. **Project/Task:**

A detailed Scope of Work is attached as **Exhibit A**.

2. **Agreement Reference**

This Work Order shall be performed under the terms and conditions described within the Contract for Lot Clearing Services, dated _____ by and between the City of West Palm Beach and _____ ("Contractor"), along with the Additional Terms and Conditions attached as **Exhibit B**.

3. **Schedule**

The Contractor shall commence services under this Work Order on the date of Notice to Proceed and fully complete said services in accordance with **Exhibit C**.

4. **Compensation**

The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit price rates set forth in the Contract, shall not exceed the sum of $_____. A detailed schedule of values is attached as **Exhibit D.**

5. **Small Business**

The aggregate small business goal under the Contract is 15% and the commitment is approximately 15%. The small business goal for this Work Order is _____%.

CONTRACTOR:

Carl Martin

By: C. MARTIN LANDSCAPING INC.

Print Name: CARL MARTIN

CITY OF WEST PALM BEACH

_____
Geraldine Muoio, Mayor

Date: _____

CITY ATTORNEY'S OFFICE
Approval as to form and legal sufficiency
By:_____
Date:_____

MEMO

OFFICE OF THE CITY ATTORNEY

To: **Jeri Muoio, Mayor**

From: Samuel A. Thomas, Sr. Asst. City Attorney SAT

Date: January 16, 2013

Matter No: **12-12124.003**

Dept. 102 Code Enforcement

Re: **Vincent and Sons Landscaping; Lot Clearing**

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: **Office of the City Clerk**

The Mayor is authorized to execute the document in accordance with:

Y Procurement Code.
____ Commission Approval. Resolution No.
____ City Charter

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Please **retain one original** as a public record and forward the other original to:

Mark Joyce, Code Enforcement

RECEIVED
JAN 16 2013
City of West Palm Beach
Mayor's Office

CONTRACT FOR LOT CLEARING SERVICES

Contract No. 12124.003
ITB No. 12-13-102

THIS CONTRACT is made by and between the **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 ("City") and **VINCENT and SONS LANDSCAPING, INC.,** with an address of 1829 Mantague Street, Lake Worth, FL 33461 ("Contractor").

1. THE SERVICES.

1.1 Contractor hereby agrees to furnish, on an as needed basis, all the materials, equipment, tools, labor and incidentals necessary to clear lots located within the City limits in accordance with the technical specifications set forth in **Exhibit 1,** attached and incorporated herein, subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents. Lot clearing shall include, but not be limited to, mowing of overgrown grass or weeds; trimming of trees, shrubs, bushes or hedges including vegetation that obstructs rights-of-way, streets or sidewalks, obstructs visibility or is a hurricane debris hazard; and the removal of all trash, garbage, litter, debris, furniture and appliances. The Work shall be performed in a good, firm, substantial and workmanlike manner, in accordance with provisions of this Contract and the Contract Documents. This Contract is non-exclusive and the City reserves the right to award other Contracts for work falling within the scope of this Contract. No assignment or minimum amount of work requests or compensation is guaranteed under this Contract.

1.2 City's Right to Correct or Complete Work. If Contractor fail to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to Contractor, may, without prejudice to any other remedy City may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor.

1.3 Damage. Any and all damage caused by the Contractor shall be repaired or replaced in accordance with all City, County, and State regulations and after approval by City of plans for repair prepared by Contractor. This includes but is not limited to damaged or broken water lines, curbs, sidewalks, and streets. All costs for the repair or replacement will be the responsibility of the Contractor. Payment for services may be withheld or deductions made until repairs and/or corrections are made.

1.4 Method of Ordering Work. The City will issue a separate Work Order for each individual assignment on as needed basis, which shall be substantially in the same format as the Work Order attached at the end of this Contract and incorporated herein as **Exhibit "2".** The services to be provided under the assignments shall commence and be completed by the dates indicated on the Work Orders. Contractors shall perform only those tasks listed on the Work Order. Contractor will not be compensated for any other work unless it is approved by the City in writing and in advance. All terms and conditions of the Contract Documents will be applicable to each Work Order. The individual Work Orders will specify:

a. The work to be performed, its location and not-to-exceed cost based on the Rates set forth in Exhibit 3, and a schedule for performance;
b. The Square feet to be mowed, trimmed and cleaned;
c. The number of appliances or pieces of large furniture to be removed;
d. Shrubs or trees to be trimmed;
e. Trash/debris to be removed; and
f. Other work to be completed.

1.4.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any Specifications furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during performance of the Work any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.4.1.1 Contractor's Additional Obligations. Upon arrival at a property where the Contractor observes that the Work listed on the Work Order has been completed or is in the process of being performed, the Contractor shall not enter upon the property and shall immediately notify the Code Compliance staff to request release from this assignment and an additional assignment if no other assignments are pending. If the Contractor should encounter or observe any unusual circumstances or conditions which could be perceived as being suspicious or hazardous, the Contractor shall not enter upon the property and shall notify the Code Compliance staff to request assistance prior to entering the property to perform the assigned work. Contractor shall complete all Work in accordance with the Public Safety and Convenience Requirements and the General requirements set forth in Sections (2) (E) and (F) respectively of the ITB incorporated herein.

1.4.1.2 Service, Fulfillment and Emergency Response Time. The Contractor shall complete each Work Order within five (5) working days from the date of the Work Order unless an extension is granted by the City in writing. An act of God (rain, hurricane, fire, catastrophe or serious illness) or refusal of the property owner to allow the Contractor to enter on the property shall be considered acceptable reasons for the Contractor to refuse an assignment or to request an extension time to complete an assignment. Time is of the essence and the completion time specified must be adhered to. If the Work is not completed within five (5) working days from the date of the Work Request, the City reserves the right to have the Work performed by another contractor or, in the City's sole discretion to terminate this Contract.

The Contractor shall give the City priority when scheduling work assignments and shall give the City first priority before, during and after a public emergency, disaster, hurricane, flood or act of God. Emergency service call requests including, but not limited to, situations which present an unsafe or destructive condition, shall require work to be started within Twenty four (24) hours from the time the call is placed.

1.4.2 Acceptance of Work. Acceptance of Work performed shall be by the City after the City's designated representative has inspected the Work and determined that the work authorized under each Work Order was completed consistent with the Contract Documents and applicable specifications.

1.4.3 Changes In The Work, City, without invalidating the Contract Documents may order written additions to or deductions from the work, the Contract price being adjusted accordingly. If Contractor makes a request for a change in the work, Contractor is not authorized to vary the work unless a written Change Order or written Amendment to Work Order is issued and executed by the City. No Change Order or Amendment shall be valid unless executed by the City.

1.4.4 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written Contract, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation

and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor Contracts provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: "*Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

1.4.5 TIME of Completion and Liquidated Damages. The Time of Completion for the Work authorized under each work order will be established at the time of issuance of work order and shall be of the essence. Contractor acknowledges that failure to complete the Work under each work order by the allotted time of completion will result in substantial damages to the City, the amount of which is difficult, if not impossible, to ascertain as of the date of this Contract. If the Work is not fully completed within the Time of Completion, as may be adjusted, the Contractor shall be liable and hereby agrees to pay to the City as liquidated damages, and not as a penalty, the amount of One Thousand and 00/100 Dollars ($1,000.00), per calendar day for each and every day the time for completion exceeds the time allowed for that purpose. City shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under this Contract. Contractor's Surety, if a Surety is required, shall acknowledge it will be bound by these provisions on liquidated damages on the face of the Surety Bond.

2. COMPENSATION.

2.1 Rates. As compensation for Work rendered by the Contractor, the City shall pay the Contractor according to the fixed prices and hourly rates set forth with detail in the Schedule of Bid Items attached hereto as **Exhibit "3"** and incorporated herein by this reference. Payment shall constitute full compensation for all the Work, equipment, vehicles, tools, fuel, insurance, taxes, permits, fees, transportation, suspensions, delays and all incidentals necessary to perform the Work under this Contract.

The City reserves the right to increase or decrease the total amount as necessary to meet actual requirements. No minimum amount of work or compensation is guaranteed under this Contract. The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purpose.

2.2 Invoices. Within 10 calendar days of completion of Work Order tasks, the Contractor will submit an individual invoice which shall include:

a. a copy of the original Work Order, the PO number and the work completed and accepted based on the contract specification;

b. before and after pictures accurately portraying the job, trash and/or debris represented by the invoice;

c. the Name(s) of staff members performing the work and the number of hours worked by each staff member; and

d. Solid Waste dump receipts in accordance with sections (2) C) and 6 of the ITB.

Invoices shall be submitted to: West Palm Beach Finance Department, Attn: Accounts Payable, P.O. Box 3366, West Palm Beach, FL 33402-3366.

2.3 Payment. Payment will be made after City's approval of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance.

The City may withhold payment to such extent as may be necessary to protect itself from loss on account of: (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating public filing of claims by other parties against Contractor; (c) damage to another Contractor or Contractor; or (d) failure of Contractor to complete the Work.

No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

3. EFFECTIVE DATE, TERM & RENEWAL. Time shall be of the essence with respect to all matters set forth in this Contract. The "Effective Date" of this Contract shall be the date this Contract is executed by the City. Subject to renewal or termination as provided in this Contract, this Contract shall commence on the Effective Date and shall continue and remain in full force and effect for thirty six (36) months thereafter and may be renewed, at the sole option of the City, for two (2) additional twelve (12) month periods. Option for renewal will only be exercised upon mutual written Contract and with all original terms and conditions adhered to. Any renewal will be subject to appropriation of funds by the City.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONTRACTOR

4.1 Authority. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

4.2 Duly Licensed. Contractor represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

5. STANDARD OF CARE. The standard of care for all Services performed or furnished by Contractor under this Contract will be the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

A. Work Site Safety. Contractor shall maintain adequate protection of the Work from damage, and shall take all reasonable precautions to protect the City's property from injury or loss arising in connection with this Contract. Contractor shall take all necessary precautions for the protection of the public if applicable and all City and Contractor employees, agents or personnel. Contractor shall make good any damages, injury, or loss to the Work and to the property of the City resulting from lack of reasonable protective precautions.

B. Protection Against Damage, Cleaning Up. The Contractor shall, at all times, guard against damage or loss to the property of the City, the Contractor's own property and/or that of other Contractors, 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 ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents. The Contractor shall be responsible to safeguard all their property such as tools and equipment while on site. The City will not be held responsible for any loss of Contractor due to theft or vandalism. The Contractor shall provide due care at all times to cordon off and/or post signs to maintain a safe work area in order to avoid creating a hazardous condition for pedestrians, property and vehicles. The Contractor shall ensure the work site is kept free of hazards and that debris, rubbish and scrap material are removed from the site on a regular basis to provide a neat and orderly appearance at the end of each workday and upon project completion. 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 Contractor, and it shall save the City and political unit thereof harmless from all claims made on account of such damages.

C. Warranty. Contractor shall warrant that the Service provided and all materials are free from improper workmanship and defective materials and in conformance with specifications for one (1) year from date of acceptance from the City. Contractor shall collect and deliver to the City any specific written warranties given by the manufacturer.

6. PROPERTY RIGHTS. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its sub-consultants.

7. INSURANCE.

10.1 Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the City from claims set forth below which may arise out of or result from performance under this Contract by Contractor, or by a subcontractor of Contractor, or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable.

7.2 Coverage shall be maintained without interruption from the effective date of this Contract until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

7.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Contractor's self-insurance retention.

7.4 Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Contract. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or Contract by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

7.5 All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the City as an Additional Insured. No costs shall be paid by the City for an additional insured endorsement.

7.6 Contractor shall maintain the following liability coverage, in the limits specified:

a. Commercial General Liability: Not less than $2,000,000 per occurrence/ $3,000,000 annual aggregate combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractor, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.
b. Business Automobile Liability: Not less than $ Two Million ($2,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements and must include owned vehicles and hired and non-owned vehicles.
c. Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."
d. Umbrella or Excess Liability Insurance. Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however the Annual Aggregate limit shall not be less than the highest "Each

Occurrence" limit for any of the policies noted above. Contractor agrees to name and endorse the City, and the City Commission and their officers, agents, employees and City Commission members as additional insureds. Additional insured is defended and indemnified for claims to the extent caused by the acts, actions, omissions or negligence of Contractor, its employees, agents, subcontractor, and representatives; but is not defended or indemnified for the additional insured's own acts, actions, omissions, negligence.

8. INDEMNITY. Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death and which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Contract shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

9. TERMINATION.

9.1 The City shall have the right to terminate this Contract, in whole or in part, with or without cause, or for its convenience, upon five (5) days written notice to Contractor. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

9.2 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning Ci ty projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

9.3 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

10. GENERAL PROVISIONS:

10.1 Headings. The headings contained in this Contract are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Contract.

10.2 Integration. This Contract constitutes the entire Contract between Contractor and the City and supersedes all prior verbal and written Contracts, understandings, negotiations and

discussions between the parties hereto. No verbal Contract or conversation with any officer, agent or employee of the City either before or after execution of this Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

10.3 Severability. The invalidity, illegality or unenforceability of any provision of this Contract shall not affect the validity, legality or enforceability or any other provision of this Contract and this Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

10.4 Assignment. This Contract requires the personal skills and experience of Contractor and may not be assigned by Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

10.5 Specific Waiver. Any waiver issued by the City of any provision of the Contract Documents shall only be effective if issued in writing by the City and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, Contract or undertaking set forth in this Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, Contract or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, Contract or undertaking at any time in the future.

10.6 Compliance with Laws. Contractor shall comply with all applicable City, State and Federal laws, codes and regulations relating to the Services and provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable local, State and Federal laws relating to wages, hours, safety and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

10.7 Federal and State Tax. The City is exempt from Federal Tax and State Tax for Tangible Personal Property. Vendors' Contractors doing business with the City shall not be exempted from paying sales tax to their Contractor for materials to fulfill contractual obligations with the City, nor shall any Vendor Contractor be authorized to use the City's Tax Exemption number in securing such materials.

10.8 Small Business Requirements. Contractor shall comply with the City's Small Business Code, Chapter 66 of the City's Code of Ordinances, which is incorporated herein by reference.

10.9 No Solicitation. Contractor has not employed or retained any person employed by the City to solicit or secure this Contract and it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Contract.

10.10 Non-Discrimination. In performing under this Contract, Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

10.11 Right to Audit. Contractor shall maintain adequate records of the services for at least three (3) years from the completion of the Services. City, from time to time, during Contractor business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit the Contractor books and records, at the City's expense, with regard to the accounts and services provided to or on behalf of the City hereunder to ensure that all aspects of the Contract are being met. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the City.

10.12 Public Records Law. The Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the Contract. Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the City.

10.13 Notices. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

To City: City of West Palm Beach
P.O. Box 3366 / 401 Clematis Street (33401)
West Palm Beach, FL 33402
Attn.: Procurement Official

To Contractor: to Contractor at the mailing address listed on the first page of this Contract.

10.14 Modification. There may be no modification of this Contract, except in a writing executed with the same formalities as this document.

10.15 Governing Law; Venue. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens.* 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 CONTRACT.

10.16 Unauthorized Aliens/Patriot's Act. The knowing employment by Contractor or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. In the event that Contractor is notified or becomes aware of such default, Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this which and unilateral termination. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

10.17 Public Entity Crimes Act. Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its sub-contractors under this Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Contract or entering into this Contract. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

10.18 Force Majeure. In the event of a hurricane, tornado, fire, flood, major storm or other natural disaster or epidemic, war, civil disturbance, terrorist activity or government actions beyond the control of the Contractor and which results in the prevention or delay of performance by the Contractor, the Purchasing Official may grant the Contractor an extension of time for delivery.

10.19 Ethics; Conflicts of Interest. Contractor represents that:

a. It has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

b. It has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

C. It does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

c. It does not employ, directly or indirectly, any official, employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

d. Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Contractor or its business.

e. It presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services. Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Contract.

f. Contractor, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Contract, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

g. Contractor shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Contractor intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify Contractor by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Contractor, the City shall so state in its opinion and Contractor may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Contractor under this Contract. In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

10.20 Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

10.21 Inspector General. 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 may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors. Contractor t understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

10.22 No Contingency. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

10.23 Permits and Licenses. The Suppler shall obtain all permits and licenses required by law or ordinance and shall maintain the same in full force and effect. All permits and licenses shall be obtained at the Contractor's expense. Any changes of the licenses, permits or certification shall be reported to the City within thirty (30) working days.

10.24 Independent Contractor. Contractor acknowledges and agrees that it is an independent contractor of the City and is not an employee of the City. Contractor more specifically acknowledges that: it will not be eligible to participate in any employee benefit maintained by the City; will not be covered by the City's workers' compensation insurance; will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the City to Contractor hereunder. Contractor acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Contractor shall be entitled to seek and accept other engagements and/or employment during the term of this Contract so long as such other employment or engagements do not interfere with the performance of Contractor duties hereunder under this Contract. Contractor shall be responsible to the City for all work or services performed by Contractor or any person or firm engaged as a subcontractor to perform work in fulfillment of this Contract.

10.25 Controlling Provisions. The term "Contract" shall include the term "Contract" and all the terms and conditions set forth in the Purchase Order, the Bid and this Contract, all of which taken together form the Contract. Unless the context requires otherwise, all references to "this Contract" and use of the terms "herein", "hereby", "hereof," "hereto", "hereunder" and the like shall be deemed to include the individual purchase orders, the Bid, this Contract and any addenda thereto. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the Solicitation, including but not limited to an Invitation to Bid and/or Bid, or Request for Proposals (RFP) or Request for Qualifications (RFQ) and/or Response, the provisions shall be given precedence in the following order: (1) this Contract; (2) the Purchase Order and (3) the Solicitation. Wherever possible, the provision or provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

10.26 Counterparts; Digital Signatures. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Contract may agree to execute this Contract, and all subsequent amendment or modifications to it, by electronic means.

10.27 AVAILABILITY OF FUNDS. This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

10.28 Contract Documents. The terms "Contract" and "Contract" shall have the same meaning throughout this Contract. Contractor agrees to perform this Contract in accordance with the Contract Documents. The term "Contract" and or "Contract Documents" shall include all the terms and conditions and requirements contained in this Contract and the following documents, all of which taken together are incorporated herein and form the Contract Documents. For convenience, some of the documents may not be attached to this Contract, but the listed documents make up the Contract Documents and are incorporated herein, whether or not they are attached.

Exhibit "1"	Technical Specifications
Exhibit "2"	Work Order (Form)
Exhibit "3"	Schedule of Bid Items
Exhibit "4"	Invitation to Bid (ITB) No. 12-12-102 & Addenda 1 & 2 (Incorporated but not attached)
Exhibit "5"	Insurance Certificates

11 Entire Contract. This Contract, including the Exhibits attached hereto, set forth the entire understanding between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties, superseding any other written or oral representations, statements, negotiations or Contracts to the contrary.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last executed below.

ATTEST:

By: _____
City Clerk

CITY OF WEST PALM BEACH

By: _____
Geraldine Muoio, Mayor

Date: 1/16, 2013

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: SAA

CONTRACTOR

By: Vincent And Sons Landscaping

Print Name: David Vincent

Title: President

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Exhibit 1

TECHNICAL SPECIFICATIONS

1. DEFINITIONS

1.1 Clippings: Includes any branches, bushes, hedge, vegetation or plant growth that requires removal and disposal at an approved land fill site.

1.2 Debris: Includes construction debris such as concrete blocks, drywall, plywood and any other related building materials.

1.3 Lands: Includes any plat, parcel, lot or portion thereof, including any abutting city right-of-way, easement or portion thereof.

1.4 Weeds: Includes all rank vegetative growth which emits obnoxious or unpleasant odors which might be a source of disease or physical distress to human beings, and the word "weed" shall also be deemed to include all high and rank vegetative growth that may conceal pools of water, trash, filth or any other deposit which may be detrimental to health.

1.5 Trash: Includes, but is not limited to, litter and garbage such as food materials, paper products, cans, and other disposal of hazardous products.

2. SPECIFICATIONS.

Each property may vary as to the type of work required. The City will list the specific requirements applicable to a property on the Work Order. The following are the technical specifications for completing a work order.

2.1 All trash, litter and debris shall be removed from entire area prior to mowing.

2.2 Grass shall be mowed to a height of no less than two, or greater than three, inches. Mowing shall be done carefully so as not to tear the bark off trees and shrubs, intrude into ground cover beds, damage sodded areas or top soil, cause damage to sprinkler heads, valves, curbs, sidewalks or other facilities.

2.3 Weed and grass trimming along fences, hedges, and other property boundary barriers, fire hydrants, poles, trees, sidewalks, driveways, houses, etc. is to be completed consistent with the height and care standards set forth above.

2.4 Trimming of shrubs, hedges and trees shall only be performed if stated on the Work Order.

2.6 Trash, litter, debris, grass and weed clippings, limbs, vegetative clippings, other materials, appliances and furniture shall be removed from yards, walks, drives, gutters and curbs and other surfaces on the same day of mowing or trimming. All materials shall be removed from the site and disposed of in accordance with City and County requirements. Nothing shall be placed for City sanitation to pick up.

2.7 All lot clearing work shall be performed Monday through Saturday between 7:00 a.m. and 4:00 p.m.

Exhibit 2

City of West Palm Beach
Lot Clearing Work Order

Case # _____ Code Enforcement Officer _____ Cell Phone # _____ Date _____

Property Address _____ Property Control # _____

Please check the appropriate boxes for the work to be performed:

Mowing, weed-eating, edging

[ ]	Vacant Lot – up to 3375 sq. ft.	$40.00/lot
[ ]	Vacant Lot – 3376 – 6750 sq. ft.	$57.50/lot
[ ]	Vacant Lot – 6751 – 13500 sq. ft.	$77.50/lot
[ ]	Vacant Lot – 13501 sq. ft or more	$120.00/lot
[ ]	With structure – up to 3375 sq. ft.	$37.50/lot
[ ]	With structure – 3376 – 6750 sq. ft.	$52.00/lot
[ ]	With structure – 6751 – 13500 sq. ft.	$75.00/lot
[ ]	With structure – 13501 sq. ft or more	$100.00/lot

Trimming, removal, hauling and disposal of hedges and bushes

[ ] _____ # linear foot of bushes/hedges less than 6ft in height to be trimmed/removed 2.32 per linear foot

[ ] _____ # linear foot of bushes/hedges more than 6ft in height to be trimmed/removed 3.58 per linear feet

Removal of construction debris

[ ] _____ Amount of const. debris to be removed (cu. yds.) $42.50 per cubic yard

Cut, trim, (grind) and removal of tree branches

[ ] _____ # trees to be cut, trimmed, or removed $30.00/hr per man

[ ] **Pick up/bag and removal of trash, garbage, and litter to an approved dump site** 35.00 per cubic yard

Household items to be removed

[ ] _____ # of mattresses $17.50 ea _____ # of toilets $10.00 ea
_____ # of refrigerators $22.50 ea _____ # of ovens/stoves $22.50 ea
_____ # of misc. furniture, household items (ex. Frames, tables, chairs, dressers) $15.00ea
_____ # of tires $5.00 ea

Other services requested by Code Enforcement $20.00/hr per man

Please describe: _____

_____

Work order authorized by: _____ **Date:** _____

Revised 4/05/2010

EXHIBIT 3

City of West Palm Beach (B3)

SCHEDULE OF BID ITEMS

All bid items must include prices for furnishing all labor, material, equipment, supplies, and incidental costs such as, but not limited to, mobilization, traffic maintenance, supervision, inspection, servicing, permit fees, taxes, insurance, miscellaneous hauling, disposal of debris, overhead and profit to complete the services for each item specified.

CATEGORY I: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a vacant lot.

Item	Description	Fixed Price per Vacant Lot
1.	Lots up to 3,375 square feet	$ 38.00
2.	Lots over 3,375 square feet and under 6,750 square feet	$63.00
3.	Lots over 6,750 square feet and under 13,500 square feet	$88.00
4.	Lots over 13,500 square feet	$128.00

CATEGORY II: Including but not limited to mowing, weed-eating, trimming, clearing and removal of all trash, clippings and litter on a lot with a structure.

Item	Description	Fixed Price per Lot with Structure
5.	Lots up to 3,375 square feet	$38.00
6.	Lots over 3,375 square feet and under 6,750 square feet	$63.00
7.	Lots over 6,750 square feet and under 13,500 square feet	$88.00
8.	Lots over 13,500 square feet	$128.00

CATEGORY II: Including but not limited to trimming, removal, hauling and disposal of hedges and bushes.

		Price per Hour
9.	Hedge trimming	$40.00

CATEGORY III: Other Services.

		Fixed Price per Cubic yard
11.	Pick Up/Bag and removal of trash, garbage and litter to an approved dump site. Rate per Cubic Yard	$ 30.00
12.	Removal of Construction Debris to an approved dump site. Rate per Cubic Yard	$ 30.00

		Fixed Price per Man Hour
13.	Cut, trim (grind) and removal of trees to an approved dump site. Hourly Rate per Man	$ 75.00
14.	All other services as requested by Code Enforcement. Hourly Rate per Man	$ 35.00

		Fixed Price per Each
15.	Indicate flat rate for removal of the following items (standard sizes):	
	A. Mattress	$ 15.00ea
	B. Toilet	$ 25.00ea
	C. Refrigerator	$ 45.00ea
	D. Oven/Stove	$ 45.00ea
	E. Miscellaneous Furniture/Household items (over 30 lbs) (Example: Bed frames, tables, chairs, dressers	$ 50.00ea
	F. Tires	$ 25.00ea

Company Name: *VINCENT AND SONS LANDSCAPING, INC.* **FEIN:** *27-4516388*

Authorized Signature: _____ **Date:** 11/20/12

Print Name: David Vincent **Title:** President

Address: 1829 Montague St Lake Worth, Fl 33461

Phone: *877-809-1714* **Fax:** *561-318-7690*

Email: *David@vandslandcaping.com*

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

VINCE-1 OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2012

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
Neighbor's Insurance Advisors
3901 N. Federal Hwy., #201
Boca Raton, FL 33431
Alyssa Carlin
Phone: 561-948-4303
Fax: 866-374-1988

CONTACT NAME: Alyssa Carlin
PHONE (A/C, No, Ext): 561-948-4303 FAX (A/C, No): 866-374-1988
E-MAIL ADDRESS: alyssa@neighborsins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AmTrust Group	
INSURER B : Sentinel Insurance Co., Ltd.	11000
INSURER C : Travelers P&C of America	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vincent and Sons Landscaping,
David Vincent
1829 Montague Street
Lake Worth, FL 33461

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		I-660-3C86329A-PHX -12	11/16/2012	11/16/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			21UECPP7912	10/11/2012	10/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AWC1014221	04/28/2012	04/28/2013	WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Landscape Gardening
City of West Palm Beach is listed as additional insured with respects to General Liability

CERTIFICATE HOLDER

CITYWPB

City of West Palm Beach
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401

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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VINCE-1 OP ID: SM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/26/2012

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Neighbor's Insurance Advisors
3901 N. Federal Hwy., #201
Boca Raton, FL 33431
Alyssa Carlin
Phone: 561-948-4303
Fax: 866-374-1988

CONTACT NAME: Alyssa Carlin
PHONE (A/C, No, Ext): 561-948-4303 FAX (A/C, No): 866-374-1988
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INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER F :	

INSURED
Vincent and Sons Landscaping,
David Vincent
1829 Montague Street
Lake Worth, FL 33461

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	50,000
							MED EXP (Any one person)	$	1,000
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							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			21UECPP7912	10/11/2012	10/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AWC1014221	04/28/2012	04/28/2013	WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
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Landscape Gardening
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CERTIFICATE HOLDER

CITYWPB

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AUTHORIZED REPRESENTATIVE

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CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Human Resources

---

EXECUTIVE BRIEF

TITLE:
Contract with Springsted, Inc. to conduct a Classification and Compensation Study for the City workforce.

SUMMARY:

The Contract authorizes an employee classification and compensation study to assist the City in its development and implementation of an updated compensation administration program.

BACKGROUND AND JUSTIFICATION:
Employees are the backbone of our City organization and employers that are fortunate enough to have good staff members in their ranks want to hold onto them. When workers leave they take essential knowledge, invested training and established relationships within the organization with them. The improvement of the overall economy has made the City of Lake Worth a target for poaching by employers who can offer higher salaries.

The City has not given an across the board wage increases to either Bargaining Unit or Non Bargaining Unit Staff since October 1, 2008. From 2008 through the early part of 2013, employees were largely thankful to remain gainfully employed and income progression was a secondary issue that took a backseat. However, there has been an increase in staff leaving the City for greater compensation. Additionally, it is become more difficult to lure new staff due which is also a result of lower than market pay rates.

A majority of the City's hourly employee classifications are represented by the Public Employees Union (PEU), the Professional Supervisors and Managers Association (PMSA) and the International Brotherhood of Electrical Workers' (IBEW). Any wage range adjustments are subject to the collective bargaining process which greatly restricts the organization from addressing compensation issues on a case by case basis.

This study, upon completion, will provide a fact based rationale for any subsequent adjustments within the hourly and salaried workforce. It will also provide an assessment of the City's position and an implementation plan to address issues in either Fiscal Year 2014 or 2015.

Springsted was selected using the RFP process to which three firms responded with proposals. From a pricing standpoint Springsted was the middle priced bidder. Following a presentation meeting of two of the three vendors; the RFP selection team representing Utilities, Public Services, Finance, Community Sustainability and Human Resources, Springsted was selected to execute the below listed scope of work:

- Conduct a job audit of all positions, including general task analysis by department, which may include interviews with department directors, division managers and other key personnel and/or employees to determine the essential functions of each role.
- Review current compensation rates and ranges for multi-incumbent non-bargaining unit, bargaining unit and executive positions.

- Evaluate jobs by developing, then reviewing a job ranking structure, verify rankings by analyzing pertinent market data concerning the ranking; determine recommended comparative city and if applicable county employers, compare initial ranking to the organizations existing ranking and that of the market hierarchy and adjust as determined to show compensation at 50th and 75th percentile of the market rates and present findings to the City Manager and Leadership Team and possibly the City Commission.
- Recommend pay grades; grad pricing and salary ranges for all classifications including non bargaining unit, bargaining unit and executive.
- Recommend an appropriate salary structure including minimum, midpoint, and maximum and the difference between each salary step.
- Recommend compensation administration practices to include considerations of merit-based pay and reward strategies suitable to designated city job classifications within governmental and statutory limitations, as well as the City's financial constraints.
- Develop and present to the Leadership Team strategic recommendations and budgetary impact studies including the cost (if any) of a multiyear compensation plan with attentive policies for implementation on October 1, 2014. In addition, develop an alternative plan for implementation beginning on October 1, 2015.

MOTION:
I move to approve/not approve a contract with Springsted, Inc. at an amount not to exceed $55,750.

ATTACHMENT(S):
Fiscal Impact Analysis
Contract

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	55,750	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	55,750	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:
SEE ATTACHED SPREADSHEET FOR PAYMENT ALLOCATION BY DEPARTMENTS

C. Department Fiscal Review: _____

CLASSIFICATION AND COMPENSATION STUDY CONTRACT WITH SPRINGSTED INCORPORATED

This Contract ("Contract") is entered into this _____ day of _____, 2014, by and between CITY OF LAKE WORTH, a Florida municipal corporation with an address of 7 North Dixie Highway, Lake Worth, FL 33460 ("City"), and SPRINGSTED, INCORPORATED, with an address of 1564 East Parham Road, Richmond, VA 23228 ("Contractor").

City and Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is agreed by both parties, agree as follows:

Article 1. GENERAL.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the City and Contractor. The Contract Documents consist of this Contract, the Request for Proposal #13-14-201 (including, but not limited to, the General Information and Scope of Work issued therewith) ("RFP"), the bid submitted by the Contractor and any duly executed and issued Change Orders, Work Directive Changes 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, at once and before proceeding shall obtain a written interpretation or clarification. In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders or Work Direct Changes
Second Priority:	This Contract
Third Priority:	The RFP
Fourth Priority:	Contractor's Response

The City will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

1.2 Contract Administrator. 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, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.3 Contract Price. The Contract Price shall be $49,250.00 to perform the work listed in the scope of services; expenses associated with the project shall not exceed $6,500.00, which shall be payable in accordance with paragraph 3 of this Contract. However, the Total Contract Price shall not exceed $55,750.00.

Article 3. PAYMENT PROCEDURES

3.1 Generally. Payment shall be made upon the completion and acceptance by the City of each Activity as set forth in the Contractor's response to the RFP.

3.2 Final Payment. Upon final completion and acceptance of the Work in accordance with the RFP and this Contract, the City shall pay the remainder of the Contract Price.

Article 4. SUBCONTRACTS

Contractor shall not subcontract any of the Work.

Article 5. TERM

This Agreement shall commence upon the effective date. The work must be completed within 120 days of the effective date and in accordance with the timeline set forth in the Contractor's proposal. Notwithstanding the foregoing, the City may terminate this Agreement as set forth herein.

Article 6. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City, its officials, employees and agents from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments and damages including court costs and attorneys' fees through and including all administrative, trial or appellate proceedings, accruing, as a result of work performed or not performed, or any negligent act by the Contractor, or any action arising out of the operation of this Contract. The Contractor agrees that such indemnification further includes any costs and attorney's fees incurred through all trial and/or appellate proceedings in establishing City's right and entitlement to indemnification under this provision.

Article 7. 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.

Article 8. PUBLIC RECORDS

Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Independent Contractor agrees to:

a. Keep and maintain all records that ordinarily and necessarily would be required by the City.

b. Provide the public with access to public records on the same terms and

conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

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

d. Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Independent Contractor at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records 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. All records shall be transferred to the City prior to final payment being made to the Contractor.

e. If Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

Article 9. MISCELLANEOUS.

9.1 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.

9.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the City's prior written approval.

9.3 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.

9.4 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.

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

hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

9.6 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.

9.7 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.

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

9.9 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.

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

9.11 Amendments: This Contract may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed on behalf of both parties.

9.12 Waiver: No express or implied, consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.

9.13 Notices: All notices, including changes in the following addresses, required to be

given pursuant to this Contract shall be given by certified or registered mail, return receipt requested; hand-delivery (evidenced by a receipt signed by the recipient); or, nationally recognized overnight courier, and shall be effective when received. All notices shall be delivered to the address provided above for the City and Contractor.

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

9.15 Termination: The City shall have the right to terminate this Contract, in whole or in part, with or without cause, and for its convenience, upon ten (10) days written notice to Contractor. Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions regarding the insurance, indemnification and governing law shall survive termination of this Contract and remain in full force and effect. If the City terminates without cause, it shall pay the Contractor for the Work performed up to the date of termination.

9.16 Insurance: The Contractor shall provide the insurance required in the RFP prior to executing this Contract and shall provide a copy of the Certificate of Insurance listing the City as an additional insured.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

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: **SPRINGSTED INCORPORATED**

By: _____

Print Name: Bonnie C Matson

Title: Principal

[Corporate Seal]

STATE OF ~~FLORIDA~~ MINNESOTA)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of June, 2014 by Bonnie Matson, as Principal of Springsted Incorporated., 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: David Webber
My commission expires: January 31, 2015

DAVID WILLIAM WEBBER
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/11/2014

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

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PRODUCER

Horizon Agency, Inc.
6500 City West Pkwy #100
Eden Prairie, Minnesota 55344

Phone: (952)944-2929
Fax: (952)944-3091

CONTACT NAME: Jane Doerfler
PHONE (A/C, No, Ext): (952)914-7131
FAX (A/C, No): (952)944-3091
E-MAIL ADDRESS: jane@horizonagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B: Executive Risk Indemnity Inc.	35181
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Springsted Incorporated, Springsted Investment Advisors, Inc.
380 Jackson Street #300
St. Paul, MN 55101

COVERAGES **CERTIFICATE NUMBER:** 3812 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	✓		35342568	8/11/2013	8/11/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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
								$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 0			79764838	8/11/2013	8/11/2014	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71646620	8/11/2013	8/11/2014	✓ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Errors & Omissions $25,000 Deductible			82079210	1/14/2014	1/14/2015	Each Claim	2,000,000
							Aggregate	2,000,000

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

The City of Lake Worth is included as additional insured as respects General Liability.

CERTIFICATE HOLDER

Holder's Nature of Interest : Additional Insured

City of Lake Worth

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

Robert R. Kirschbaum

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Comp Study Allocation based on Number of Positions by Home Department

				allocations by				
Fund	**Division**	**# of EEs**		**Division**	**Fund**			
1	**1010 Count**	6	1.724%	961.21				
1	**1020 Count**	4	1.149%	640.80				
1	**1030 Count**	3	0.862%	480.60				
1	**1040 Count**	1	0.287%	160.20				
1	**1220 Count**	14	4.023%	2,242.82				
1	**1310 Count**	5	1.437%	801.01				
1	**2010 Count**	2	0.575%	320.40				
1	**2020 Count**	4	1.149%	640.80				
1	**2030 Count**	8	2.299%	1,281.61				
1	**2040 Count**	11	3.161%	1,762.21				
1	**5010 Count**	3	0.862%	480.60				
1	**5020 Count**	2	0.575%	320.40				
1	**5040 Count**	15	4.310%	2,403.02				
1	**5050 Count**	1	0.287%	160.20				
1	**5062 Count**	11	3.161%	1,762.21				
1	**8020 Count**	6	1.724%	961.21				
1	**8060 Count**	15	4.310%	2,403.02				
1	**9710 Count**	3	0.862%	480.60	18,262.93	General Fund		
530	**5070 Count**	5	1.437%	801.01	801.01	Garage		
					19,063.94		001-9010-519-34-50	4,063.94
103	**2050 Count**	2	0.575%	320.40	320.40	Building Permit	103-2020-515.34-50	
140	**8050 Count**	7	2.011%	1,121.41				
140	**8055 Count**	6	1.724%	961.21				
140	**8056 Count**	2	0.575%	320.40				
140	**8070 Count**	1	0.287%	160.20				
140	**8071 Count**	6	1.724%	961.21				
140	**8072 Count**	14	4.023%	2,242.82	5,767.24	Beach Fund		
404	**8030 Count**	9	2.586%	1,441.81	1,441.81	Golf		
401	**1240 Count**	17	4.885%	2,723.42				
401	**6010 Count**	6	1.724%	961.21				
401	**6015 Count**	1	0.287%	160.20				
401	**6020 Count**	8	2.299%	1,281.61				
401	**6031 Count**	19	5.460%	3,043.82				
401	**6033 Count**	7	2.011%	1,121.41				
401	**6034 Count**	36	10.345%	5,767.24	15,058.91	Electric		
					22,267.96		401-6010-531.34-50	
402	**7022 Count**	18	5.172%	2,883.62				
402	**7034 Count**	12	3.448%	1,922.41	4,806.03	Water	402-7022-533.34-50	
403	**7231 Count**	12	3.448%	1,922.41	1,922.41	Sewer	403-7231-535.34-50	
408	**5090 Count**	7	2.011%	1,121.41	1,121.41	Stormwater	408-5090-538.34-50	
410	**5080 Count**	33	9.483%	5,286.64	5,286.64	Refuse	410-5082-534.34-50	
510	**1520 Count**	6	1.724%	961.21	961.21	IT	510-1520-519.34-50	
	Grand Count	348	100%	$ 55,750.00	55,750.00			
			Cost of contract	**55,750.00**				

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Public Services

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EXECUTIVE BRIEF

TITLE:
Purchase Order with the State of Florida Department of Management Services for bulk fuel, gasoline, and diesel

SUMMARY:

The Purchase Order authorizes the purchase and delivery of fuel for various departments using the State of Florida Department of Management Services' contract.

BACKGROUND AND JUSTIFICATION:
The Public Services Department is responsible for the purchase, management, and distribution of fuel to all the various departments within the City. Additionally, in the event of an emergency, the City's fuel stock needs to be filled and topped off to ensure City services are maintained. This Purchase Order allows the City to achieve its fuel purchase needs at a contracted rate and maintain Procurement policy within the City.

The Florida Department of Management Services currently has in place a Bulk Fuel, Gasoline and Diesel purchase contract that offers the opportunity for municipalities and counties to piggyback. The City recently bid its own "Term Contract for the Purchase and delivery of Unleaded and Diesel Fuel" on May 13, 2014 and the bid pricing submittals were much higher than that of the State's Contract. Pursuant to the terms of the State contract, the City will issue a Purchase Order to purchase the fuel and take advantage of the State's Contract including its terms and conditions.

MOTION:
I move to approve/disapprove a Purchase Order with the Florida Department of Management Services

ATTACHMENT(S):
Fiscal Impact Analysis
Florida Department of Management Services Contract
Southern District (PBC) Price List
Bid Results from the City's Invitation For Bid

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	0	0	0	0	0
Operating Expenditures	210,000	620,000	625,000	630,000	635,000
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	210,000	620,000	625,000	630,000	635,000
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

PUBLIC SERVICES

Account Number	Account Description	FY2014 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-0000-141.04-00	City Garage Fund - Diesel Fuel	360,000		15,688.55	125,000	Inventory Account Fluctuates w/ Purchases
530-0000-141.03-00	City Garage Fund - Unleaded Fuel	240,000	N/A	44,821.70	85,000	

C. Department Fiscal Review: Jamie Brown

DEPARTMENT OF MANAGEMENT Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CERTIFICATION OF CONTRACT

TITLE: Bulk Fuel, Gasoline and Diesel

CONTRACT NO.: 405-000-10-1

ITB NO.: 21-405-000-X

EFFECTIVE: July 1, 2009 through June 30, 2014

CONTRACTOR(S):

American Homegrown Fuel Corporation (A)
Eli Roberts and Sons, Inc. (A)
G. W. Hunter, Inc. (A)
Jim Hinton Oil Company, Inc.
J. V. Gander Distributors, Inc. (A)
L. V. Hiers. Inc. (M)
Macmillan Oil Company. (O)
Mansfield Oil Company LLC. (A)
Petroleum Traders Corporation (A)
Port Consolidated, Inc. (A)
SMF Energy Corporation (A)
Terrell Industries, Inc. (H)

A. AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.

B. EFFECT – This contract was entered into to provide economies in the purchase of Bulk Fuel, Gasoline and Diesel by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.

C. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State, and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

_____

Authorized Signature (date)

DSP/cw

Attachments

CONTRACT ADMINISTRATOR

NAME: Mina Barekat

TELEPHONE: (850) 488-1985

E-MAIL: mina.barekat@dms.myflorida.com

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SECTION 1.0
INTRODUCTION

CONTENTS:

1.1 PURPOSE AND SCOPE
1.2 TIMELINE

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested vendors, including suppliers of Bulk Fuel, Gasoline and Diesel, to submit responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a State Term Contract for the acquisition of Bulk Fuel, Gasoline and Diesel. By submitting a response, each bidder certifies that it satisfies the following criteria, in addition to any other specified in the solicitation documents.

The State Term Contract period, if awarded, is anticipated to begin on the Contract Formation date, per Section 2.17, and to end June 30, 2014, with potential options to renew per Chapter 287, Florida Statutes.

1.2 Timeline (REVISED 5/29/2009)

Event	Event Date
Issue solicitation within MyFloridaMarketPlace Sourcing Tool (Provide notice within Vendor Bid System).	**May 12, 2009**
MyFloridaMarketPlace (MFMP) training (not mandatory) 10:00 – 11:30 conference call	**May 19, 2009**
Questions from Respondents due via Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 4:00 pm ET).	**May 21, 2009**
Post answers to vendor requests for approved equivalents and questions within MyFloridaMarketPlace Sourcing Tool and Vendor Bid System. **REVISED**	**June 1, 2009**
Solicitation responses due within MyFloridaMarketPlace Sourcing Tool (Some documents in hard copy) (No later than 4:00 pm ET). **REVISED**	**June 5, 2009**
Post Notice of Intended Award within Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award). **REVISED**	**June 16, 2009**
Contract award.	Per Section 2.17, Contract Formation

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

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Section 2.0

GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

CONTENTS:

2.1 DEFINITIONS.
2.2 GENERAL INSTRUCTIONS.
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2.5 QUESTIONS.
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2.7 CONVICTED VENDORS.
2.8 DISCRIMINATORY VENDORS.
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2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.
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2.15 CLARIFICATIONS/REVISIONS.
2.16 MINOR IRREGULARITIES/RIGHT TO REJECT.
2.17 CONTRACT FORMATION.
2.18 CONTRACT OVERLAP.
2.19 PUBLIC RECORDS.
2.20 PROTESTS.
2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- An electronic signature on the response, generally,
- An electronic signature on any form or section specifically calling for a signature, and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or

a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation

opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency during Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Section 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

3.1 CONTACT PERSON
3.2 TERMS AND CONDITIONS
3.3 DEFINITIONS
3.4 WHO MAY RESPOND
3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW
3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS
3.7 ESTIMATED QUANTITIES
3.8 SUBMITTAL OF RESPONSE
3.9 EVALUATION CRITERIA
3.10 BASIS FOR AWARD
3.11 STATE OBJECTIVES
3.12 LOBBYING

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3.1 Contact Person:

Refer ALL Inquiries to:

David A. Bennett, MBA, CPPO, FCPM, FCCN, FCCM, PMP®
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399-0950
(850) 921-4072 (voice)
(850)414-6122 (facsimile)
David.Bennett@dms.myflorida.com

Please Note: All solicitation related Questions must be submitted through the MyFloridaMarketPlace Sourcing Tool Q&A Board per Section 2.5; MyFloridaMarketPlace System questions may be answered in the solicitation document, Section 3.5. Any additional technical questions related to the MyFloridaMarketPlace system can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

3.2 Terms and Conditions Potential Respondents are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the requirements, specifications, terms, and conditions of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Section 1.0, Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Conditions
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 3.0, Special Instructions to Respondents
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 7.0, Price Sheet and Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall result in the disqualification of the Respondent's Response for any offers associated with the additional terms or conditions. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, shall be grounds for rejecting a Response.

This Section, 3.2, supersedes and replaces Section 2.4, Terms and Conditions.

3.3 Definitions The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

(a) "State" means the State of Florida.

(b) "Department" means the Florida Department of Management Services.

(c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.

(d) "Eligible User" is defined in 60A-1.005, F.A.C. The following entities are eligible users:

1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. *Specific Authority 287.042 (12) F.S. Law Implemented 287.012 (12) F.S. History – New 8-24-04.*

Section 287.056 of the Florida Statutes governs agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

(e) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and / or contractual service similar to those within the solicitation, and may or may not respond to the solicitation.

(f) "Contractor(s)" means the Respondent that has been awarded and contracts to sell Commodities and / or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.

(g) "Dealer(s)" or "Certified Representative(s)" means a representative authorized to market, sell, and service specific Commodities such as gasoline and diesel.

(h) "Commodity(ies)" means a tangible good, which may or may not meet the specifications herein.

(i) "Commodity Code(s)" means the State of Florida specified numeric code for classifying Commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein.

3.4 Who May Respond The Department will accept Responses from capable suppliers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a Contract in the State of Florida. Full-service office with business hours of 8:00 A.M. E.S.T. to 5:00 P.M. E.S.T. weekdays (minimum) and with staff capable of handling inquiries and orders on-location during those business hours (including lunch hour).

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and / or documentation. **Failure to supply supporting information and / or documentation as required and / or requested will result in disqualification of the Response**.

3.5 MyFloridaMarketPlace Solicitation Overview The Department uses the MyFloridaMarketPlace System ("MFMP") to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: https://vendor.myfloridamarketplace.com/. If you have not registered, please be advised that a minimum of forty-eight (48) hours will be required for access to the Sourcing Tool. Completion of this registration is mandatory for those vendors who wish to submit a Response.

3.5.2 **3.5.2 MyFloridaMarketPlace Sourcing Tool Training** This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: http://sourcing.myfloridamarketplace.com/. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

Download and review the document titled "ITB Event User Guide."

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

a. Solicitation User Guides
b. On Demand web-based Sourcing training link
c. WinZip FAQs
d. Vendor FAQs

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3.5.3 **MFMP Sourcing Tool Training for Respondents** An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITB is scheduled on the date indicated on the Timeline at 10:00AM EST. The Conference Call number is (888) 808-6959. Conference Code 9214072.

Please go to:
http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/mfmp_sourcing_solicitations

and review the vendor training link and download the document titled **Contractor Training_ITB.ppt.** Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

No questions regarding the scope and specifications of this solicitation will be answered on this conference call!

Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another opportunity to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot attend the Optional training conference call or want additional guidance. The link is http://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event.

3.5.4 **MyFloridaMarketPlace Sourcing Tool Tips** When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function in the Tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State**. In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the Sourcing Tool to verify that the Response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
- Text boxes – Is your entire answer viewable?
- Yes/No questions – Is the displayed answer correct?
- All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your Response within the Tool (e.g., not an earlier version, incomplete copy, or working copy)?
- Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within Sourcing Tool?
- Required Items - Are all items listed in the solicitation completed as required within the Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your Response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your Response.

3.5.5 **MyFloridaMarketPlace and Vendor Bid System Email Notification** Vendors are reminded that the Sourcing Tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, amendment, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 **Amendments or Addendums to the Solicitation Documents** The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within MyFloridaMarketPlace and / or the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and / or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System sites for new or changing information concerning the solicitation.

3.7 Estimated Quantities To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on FY 07/08 data. This figure shall not be construed as commitments.

- **Estimated Annual Usage: 10 million gallons**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and / or contractual services and is not a commitment.
Additional estimations of usage, quantity, volume, weight, spend, and / or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and / or to assist the Department in evaluating, measuring, and / or scoring Responses to the solicitation and shall not be construed as commitments.

3.8 Submittal of Response

3.8.1 Submittal of Offer Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (https://sourcing.myfloridamarketplace.com/). The Response shall include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated.

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The System will require Respondents to review the Solicitation Preparation Checklist (Section 7.1) and confirm that they have completed all required activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketPlace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive**.

3.8.2 Price Sheet Responses will be submitted in Pricing Section in the Sourcing Tool Sheet, .

3.8.3 Savings / Price Reductions Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.3) entered electronically in the MyFloridaMarketPlace Sourcing Tool with their Response containing the required savings information for each Commodity offered and a method(s) for the Department to verify the savings information provided. **Failure to provide the Savings / Price Reductions form with the Response may result in the Respondent being deemed non-responsive.**

3.8.4 Ordering Instructions Respondent shall submit one (1) completed Ordering Instructions Form (contained within Section 7.2, Price Sheet) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and

shall provide information necessary for placing orders under the Contract, if awarded. The Ordering Instructions Form will be submitted with their response, to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.8.1 of the solicitation. **Failure to provide the Ordering Instructions Form with the Response will result in the Respondent being deemed non-responsive.**

3.9 Evaluation Criteria The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

3.10 Basis for Award The Department intends awards to one or more (not to exceed three) responsive low bidders on a county by county basis for each item number listed on the Price Sheets.

3.11 State Objectives Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.11.1 Diversity The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as both Contractors and Sub-Contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE Contractors (agents or Sub-Contractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other Eligible User) level.

3.11.2 Environmental Considerations The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and

or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.11.3 **Certification of Drug-Free Workplace Program** The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, one preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free Workplace form included in Section 7.6 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.11.4 **Products Available from the Blind or Other Handicapped (RESPECT)** The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.11.5 **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)** The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.12 **Lobbying** Please reference Section 2.21 Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

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SECTION 4.0
GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of

defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be

submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right,

provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises

from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, “shrink wrap” terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor’s order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

CONTENTS:

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5.5 TRANSACTION FEE REPORTS
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5.1 **Definitions T**he Definitions found and referenced in the General Contract Conditions [PUR1000 (10/06)], Section 4.1, and the Definitions found and referenced in Section 3.3, Definitions, shall apply to this Section.

5.2 **Period of Agreement** The State Term Contract shall be in effect beginning on the Contract Formation date, per Section 2.17, and end June 30, 2014. This agreement has the option to renew in accordance with Section 287.057 (13), F.S.

Renewal is contingent upon satisfactory performance by the Contractor and final approval by the Department.

5.3 **Catalog Data** The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the System. To accomplish this conversion, the Contractor shall provide certain information in electronic format directly to the Service Provider (This format is generally Microsoft Excel™).

Within ten (10) business days of written notice from the Service Provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Commodity Description (using complete Contract Price Sheet Description), unit of measure, and Contract Price. Contractor shall provide this information in the format required by the Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Eligible Users, or Service Provider. With the Contractor's timely assistance, the Service Provider shall create and maintain web-based placement of the requested Contract information.

5.4 **Ordering Instructions Information** Completed Ordering Instructions shall be uploaded into Section 7.2, Ordering Instructions.

The Ordering Instructions contained within Section 7.2, Ordering Instructions, will contain current information relevant to the acquisition of Commodities under the Contract. This information shall include, but not be limited to, the Contractor's name and identifying number with their contact information; the Contractor's Contract Representative with their contact information, the Contractor's Remit-To Address, and a list of Department maintained instructions to assist Eligible Users in placing orders under the Contract.

The Contractor shall notify the Department of a requested change to the Ordering Instructions in writing and received by the Contract Administrator no later than five (5) business days prior to the effective date of the proposed change. The Department may accept or reject any proposed change, or may unilaterally amend the Ordering Instructions as it deems is in the best interest of the State and / or will best assist Eligible Users.

5.5 **Transaction Fee Reports:** The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5.6 **Sales Summary Reports**

In addition to the MFMP Transaction Fee reporting requirements the following minimum data shall be reported by the Contractor to the Department on an annual Contract basis:

- The report shall be in MS Excel (version 2003 or later)
- Contractor's name
- Reporting period
- Format shall include columns for the following information:
- State Agency Name or Eligible User Name

1. Type of fuel
2. Number of gallons
3. Total dollar value of purchases

Failure to provide quarterly reports, including no sales, within thirty (30) calendar days following the end of each Contract year may result in the Contractor being found in default and the subsequent cancellation of the Contract by State Purchasing.

Contractor shall report to the Department its Contract-associated spend with both certified and non-certified minority business enterprises (CMBE and MBE's). Reports must include the period covered; the name, minority code, and Federal Employer Identification Number of each MBE utilized during the period; commodities and services provided by the (C)MBE; and the amount paid to each (C)MBE on behalf of each purchasing agency ordering under the terms of this Contract.

Submission of Contract Sales Summaries is the responsibility of the Contractor, without prompting or notification by the Purchasing Analyst. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the awarded Contractor upon Contract signature.

5.7 **Compliance with Laws** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

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SECTION 6.0
TECHNICAL SPECIFICATIONS

Contents

6.01 Definitions
6.02 Deliverables
6.03 Scope of Work
6.04 Fuel Sites and Accessibility
6.05 Delivery of Fuel
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6.13 Invoicing and Payment
6.14 Maintenance
6.15 Taxes
6.16 DTN FastRacks
6.17 Fuel Permits
6.18 Schedule and Damages
6.19 Federal and State Standards
6.20 Specifications

6.1 Definitions: The Parties agree that capitalized terms shall have the meaning ascribed below:

"Biodiesel" shall mean an alternative Fuel consisting of an ultra low sulfur no. 2 diesel fuel and a requested blend of soybean oil.

"BQ-9000®" a cooperative and voluntary program for the accreditation of producers and marketers of biodiesel fuel created by the National Biodiesel Accreditation Program.

"DTN FastRacks Averages" shall mean the fuel pricing service provided by the Data Transmission Network, an industry benchmark for pricing Fuel and other commodities. This Contract shall use the daily rack averages as established by the DTN FastRacks Averages. Fuel prices are listed for terminals by regions in reports called PAD Reports. The State of Florida uses terminals listed in the PAD 1 Report (DTN Fastracks). Fuel terminals are more particularly detailed in section 6.08.

"Fuel" shall mean any Fuel product obtained through this Contract. Fuel product shall include unleaded E10 gasoline, Ultra Low Sulfur no. 2 diesel, Ultra Low Sulfur no. 2 off road, dyed diesel and biodiesel to be delivered to State and Customer facilities as defined in section 6.09.

"Markup" shall mean the Contractor's price to cover all costs associated with providing Fuel to State and Customer facilities as more particularly detailed in section 6.10. Markup will mean both positive and negative numbers. Markups may differ based on where the Fuel is obtained according to the Fuel terminals and actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. The Contractor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in section 6.12.

"Transport Delivery" shall mean a delivery by a transport truck with a minimum delivery of 8,000 gallons for gasoline, 7,200 gallons for diesel and 7,200 gallons for a combination load of gasoline and diesel.

.

6.2 **Deliverables:** The Contractor shall deliver the following product, as more particularly detailed in sections 6.03 to 6.20.

6.3 **Scope of Work:** This Contract is to provide Fuel for the State and Customers in the State of Florida. The Department seeks to improve quality and efficiency of services delivered, improve Customer services and reduce cost. The Contractor must efficiently provide Fuel to meet the requirements of the Customer. The bidder must meet the following requirements:

- Fuel will be available to all eligible Customers in the State of Florida. (It is anticipated that Customers will use approximately 10,000,000 gallons annually under the resulting Contract, if any.)
- Fuel costs will be determined based on the daily DTN FastRacks Averages from the closest terminal used to service the Customer's facility. Averages are posted in the DTN FastRacks report distributed each morning. Biodiesel costs will use the above plus the published Monday price for soybean oil in the Tuesday edition of the *Wall Street Journal*. Price is more particularly detailed in section 6.10.
- Markups will be established for each type of Fuel for each county based on the minimum delivery requirements as detailed in section 6.09. Customer facilities, located in each county, will use the same Markups based on their requirements. Markup for Fuel shall be based on a price per gallon basis.
- Fuel costs shall exclude any taxes and/or fees that the Customer is exempt from paying. All Fuel costs will include the DTN FastRacks Averages, the Contractor's Markup and all applicable taxes and/or petroleum associated fees allowed. Other service/delivery charges may apply as detailed in sections 6.10 and 6.12.
- The invoice price shall reflect the actual date of delivery.

6.04 **Fuel Sites and Accessibility:** All Customer tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify Customer of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if a Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The Customer shall be responsible for having proper equipment installed. Customer shall work with Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Customer may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. These charges are listed in section 6.12.

6.05 **Delivery of Fuel:** Fuel is to be delivered to the Customer's tank(s) within 48 hours after telephone notification is received unless specified otherwise by the Customer. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. This time will be agreed upon by the Customer and the Contractor. The State prefers that vehicles equipped with meters make delivery. If non-metered vehicles are used, the driver shall leave a metered loading report from the terminal with the Customer. If temperature corrected billing is used, the loading report shall give all pertinent information. Customer may be subject to a service charge if request is for same day delivery. This charge is listed in section 6.12.

Before unloading of Fuel begins, Customer personnel and Contractor personnel shall measure the Customer's tank(s) to receive Fuel and shall again measure the tank(s) after delivery. Customer may be subject to a back haul charge if the Customer orders more Fuel than the Customer's tank(s) can hold upon delivery and a portion of the Fuel ordered has to be returned. This charge is listed in section 6.12.

Scheduled delivery service is for delivery of Fuel by the Contractor to the Customer's tank(s) under the time frame as agreed upon by the Contractor and Customer.

6.06 Fault And Responsibility: The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to misorders by Customer, Fuel spills, delivering wrong Fuel to Customer by Contractor, cross-fueling by Contractor at Customer's facility, etc.

6.07 Measurements: Customary measurements appearing in these specifications are not intended to preclude bids for commodities with metric measurements.

6.08 Fuel Terminals: Price will be determined using the DTN FastRacks Average price for the closest appropriate terminal, on the date of delivery to the Customer, regardless of when or where the Contractor actually obtained Fuel. The following terminals are used to refer to the DTN FastRacks Average prices:

- Jacksonville
- Miami
- Orlando
- Panama City
- Pensacola
- Tampa
- Bainbridge, GA

6.09 Minimum Delivery: Minimum delivery on this Contract shall 8,000 gallons for a Transport Delivery for gasoline; 7,200 gallons for a Transport Delivery for diesel; and 7,200 gallons for a combination load Transport Delivery of gasoline and diesel.

6.10 Prices: Prices shall be submitted on Customer invoices as follows:

Fuel Cost shall be determined by the date and county in which delivery of Fuel is made. Fuel cost shall include:

- Gasoline and Diesel: Prices will be calculated using the following information:
  - DTN FastRacks Average daily price as determined by the closest appropriate terminal for Fuel.
  - Contractor's Markup as determined by the Price Sheet for the county in which delivery of Fuel is made.
  - All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.
  - All applicable delivery and/or service charges as allowed.

Biodiesel: Biodiesel prices shall be determined by the date and county in which delivery of Fuel is made. Biodiesel prices will be calculated using the following information:

- DTN FastRacks Averages daily price as determined by the closest appropriate terminal for Ultra Low Sulfur no. 2 diesel. This daily price will be used to calculate the diesel portion charged by the Contractor for Biodiesel.
- The published Monday closing price for soybean oil, as printed in the Tuesday edition of the *Wall Street Journal* under "Fats and Oils" in the "Cash Prices" column. This weekly price will be used to calculate the bio portion of the total charged by the Contractor for Biodiesel.

- This price is listed in pounds and will be converted to gallons using the following conversion equivalence:

  7.35 lbs = 1 gallon

  This weekly price will be used to make up the remainder of the total charged by the Contractor for Biodiesel.

Sample Calculations:

B20 whole sale price = 0.80 times the price for ultra low sulfur no. 2 diesel plus 0.20 times the price for soybean oil.

B10 whole sale price = 0.90 times the price for ultra low sulfur no. 2 diesel plus 0.10 times the price for soybean oil.

B5 whole sale price = 0.95 times the price for ultra low sulfur no. 2 diesel plus 0.05 times the price for soybean oil.

Price will be in effect on the published date through the next published date. If no Monday price is published, then the next available published price will apply (Tuesday, Wednesday, etc.).

- Contractor's Markup as determined by the Price Sheet for the county in which delivery of Fuel is made.
- All applicable Fuel taxes and/or petroleum associated fees as determined by the county in which delivery of Fuel is made.
- All applicable delivery and/or service charges as allowed.

While it is anticipated that 90+% of the Biodiesel purchased by the State will be B20, the vendor must be willing to delivery any requested blend. The Customer and the Contractor agree that the Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Contractor agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Customer

The Customer and the Contractor agree that the Contractor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Contractor agrees that the price charged to the Customer shall be subject to audit, and the Contractor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Customer.

6.11 Markup: The Markup shall be noted on the Price Sheet as follows:

- Discount Markup – A Discount Markup shall be noted as a negative number, using either a minus sign "-.xx" or enclosed within parentheses "(.xx)", i.e. "-.01" or "(.01)".
- Markup – All other prices will be construed as a positive number for the Markup.

The Markup or Discount Markup may include the Contractor's profit and any other costs the Contractor wishes to include. The Transaction Fee required by section 4.14 shall also be included in the Markup or Discount Markup. **Prices shall be per gallon for the Markup or Discount Markup.**

6.12 Allowable Charges: The Contractor may assess the following charges on the invoice:

- Delivery charge as allowed as described in section 6.09.
- Freight charges will apply on all Transport Deliveries. Charge will apply to Transport Delivery as defined in section 6.09 or to the actual gallons delivered.
- Pump off charge for Transport Delivery, $20.00. May be charged more than once if Transport Delivery truck is required to relocate to deliver to additional tanks. Maximum pump off charge, $50.00 per Transport Delivery.
- Excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery. Will be charged $5.00 per 15 minute increment past the initial 30 minutes.
- Back haul charge if Customer orders more than tanks can hold. Charge will vary per incident.

6.13 Invoicing and Payment: The Contractor agrees to be paid upon submission of properly certified invoices to the Customer for Fuel purchased as defined in section 6.10 of this solicitation document. Invoices shall be submitted to the Customer for each delivery made. The Contractor shall submit invoices for Fuel in sufficient detail for a proper preaudit and postaudit thereof, pursuant to section 287.058 of the Florida Statutes. The Customer agrees that payments to the Contractor will be made in accordance with section 215.422 of the Florida Statutes, and chapter 55 of the Florida Statutes.

6.14 Maintenance: The Customer shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.

6.15 Taxes: Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the State and/or Customer is exempt. Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (850) 488-2900.

6.16 DTN FastRacks: The Contractor and Customer may subscribe to the DTN FastRacks Averages by calling DTN's Sales Department at 1-800-779-5775, option 2. Ask for the State of Florida Contract subscription.

6.17 Fuel Permits: The State and/or Customer will be responsible for all facility required permits pertaining to Fuel storage and handling in accordance with all local, state and federal laws.

6.18 Schedule and Damages: The Contractor agrees to pay any and all actual damages in the event of a default by Contractor due to late completion of services. The Contractor shall reimburse the Customer for any and all reprocurement costs incurred by the Customer due to Contractor's failure to deliver, as well any and all out-of-pocket expenses the Customer directly or indirectly incurs related to the late delivery and/or completion of the services.

6.19 Federal and State Standards: It is the intent of the Department that all specifications herein are in full and complete compliance with all Federal and State of Florida laws and regulations applicable to the type and class of Commodity being provided. This includes, but is not limited to, Federal Motor Equipment Safety Standards ("FMVSS"), Occupational Safety and Health Administration ("OSHA"), Environmental Protection Agency ("EPA") Standards, and State of Florida requirements that apply to the type and class of Commodity being provided. In addition, any Federal or State legislation that should become effective during the term of the Contract, including any renewals, regarding equipment safety or emissions shall immediately become a requirement of the Contract. The Contractor must meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Contractor must contact the Contract Administrator immediately. **Delivery of non-conforming product shall be cause for Contract termination and possible Contractor suspension**.

6.20 Diesel and Gasoline Specifications: The Contractors will provide gasoline, diesel and/or Biodiesel per the following specifications:

6.20.1 **405-120-250-0600 Biodiesel Fuel, Blend** Blend of biodiesel and a percentage percent ultra-low sulfur petroleum diesel, for use in over the road diesel engine**,** meeting the A.S.T.M specification D6751 for pure biodiesel shall consist of mono-alkyl esters of long chain fatty acids derived from new and used vegetable oils and animal fats, designated B100, before blending with grade no. 2-D low petroleum diesel per A.S.T.M. specification D975, final product shall comply with Florida Department of Agriculture and Consumer Services inspection laws. Certified under the BQ9000 quality program. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.

Freight charges will not be included in the Transport Delivery Markup**.**

6.20.2 **4405-120-260-1030 Ultra Low Sulfur Diesel Fuel**, grade no. 2-D (.0015 mass % sulfur, 40 cetane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Freight charges will not be included in the Transport Delivery Markup**.**

6.20.3 **405-120-270-0030 Ultra Low Sulfur Fuel Diesel Fuel, Red Dye, Grade No. 2-D** for use in off the road diesel engine, per A.S.T.M. specification D975, Grade # 2 S15 complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. It shall have a minimum cetane number of 40 using ASTM D613. To be delivered as ordered via transport truck in full loads, minimum delivery 7,200 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Freight charges will not be included in the Transport Delivery Markup**.**

6.20.4 **405-220-930-7800 Gasoline E10, Unleaded 87 Octane:**, Conforming to Florida Administrative Code 5F-2.001, Florida Department of Agriculture and Consumer Services. To be delivered as ordered via transport truck in full loads, minimum delivery 8,000 Gallons.

Freight charges will not be included in the Transport Delivery Markup**.**

SECTION 7.0
FORMS

CONTENTS:

7.1 SOLICITATION PREPARATION CHECKLIST

7.2 ORDERING INSTRUCTIONS

7.3 SAVINGS / PRICE REDUCTIONS

7.4 CONTRACT SIGNATURE PAGE

(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. HOWEVER, SHOULD THE DEPARTMENT DETERMINE TO MAKE AWARD, SUBMITTAL OF THIS DOCUMENT SHALL BE REQUIRED. ANY SUBMITTED ORIGINAL(S) SHALL BE MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES)

7.5 CERTIFICATION OF DRUG-FREE WORKPLACE

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7.1 Solicitation Preparation Checklist

The Solicitation Preparation Checklist is a guide to assist the Respondent in verifying the completeness of their response. The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Check off each of the following as you comply:

_____ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the requirements, terms, and conditions of all previous or existing agreements with State of Florida agencies.

_____ Download, read, and understand the entire solicitation, including all attachments (ITB No. 21-405-000-X; Bulk Fuel, Gasoline and Diesel: Sections 1.0 through 7.5 of the solicitation, and the MyFloridaMarketPlace RFX Info tab contents).

_____ Reviewed the Timeline, Section 1.2 of the solicitation.

_____ If necessary, reviewed the MyFloridaMarketPlace Sourcing Tool Online Training Guide and / or received assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

_____ Submitted any questions to the MyFloridaMarketPlace Q&A Board (no later than as specified in the Timeline, Section 1.2 of the solicitation).

_____ Viewed answers to submitted questions as posted in any Addendum or Amendment to the solicitation on the MyFloridaMarketPlace Sourcing Tool and / or Vendor Bid System.

_____ Responded and submitted ITB response in MyFloridaMarketPlace sourcing tool in accordance with Solicitation Timeline.

_____ Provided answers to all required questions within the MyFloridaMarketPlace Sourcing Tool.

_____ Submitted response using the MyFloridaMarketPlace Sourcing Tool.

David A. Bennett, MBA, CPPO, FCPM, FCCN, FCCM, PMP®
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399-0950

The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. See the complete requirements, specifications, terms, and conditions of the solicitation for details.

7.2 Ordering Instructions
Bulk Fuel, Gasoline and Diesel
ITB No. 21-405-000-X

VENDOR NAME: _____

VENDOR TAX ID NUMBER: _____

Ordering Information:

Please provide the following information about where Customers should direct orders. You **must** provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Name: _____

Title: _____

Street Address or P.O. Box: _____

City, State, Zip: _____

Email Address: _____

Phone Number: _____

Toll Free Number: _____

Ordering Fax Number: _____

Internet Address: _____

Federal ID Number: _____

Remit Address: _____

City, State, Zip: _____

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

Please identify the person who will be responsible for maintaining your electronic catalog information through MyFloridaMarketPlace.

Name: _____

Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

Fax Number: _____

Please be advised that vendors are responsible for verifying and maintaining the correct contact and address information within their MyFloridaMarketPlace vendor registration account. Failure to do so may result in the vendor being deemed ineligible to conduct business with the State of Florida.

7.3 Savings/Price Reductions

Bulk Fuel, Gasoline and Diesel
ITB No. 21-405-000-X

DATE _____

The Respondent is **required** to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

COMPETITIVE PRICES OFFERED PROVIDE THE FOLLOWING PERCENTAGE OF SAVINGS:

_____

_____

_____

_____

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [URL], or other source of benchmark prices)?

_____

_____

_____

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

BIDDER/RESPONDENT NAME:_____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

_____

_____

_____

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____
PUR 7064 (Rev 2/04)

7.4 C O N T R A C T

Bulk Fuel, Gasoline and Diesel
ITB No. 21-405-000-X

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Bid No. 21-405-000-X, Bulk Fuel, Gasoline and Diesel. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific products awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on the Effective Date, with the initial contract term ending June 30, 2014. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Conditions
- General Contract Conditions (PUR 1000)
- Special Instructions to Respondents
- General Instruction to Respondents (PUR 1001)
- Any Purchase Order under the Contract
- Contractor's bid

_____
State of Florida, Date

Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____ (Seal)
Street Address or P.O. Box: _____
City, State, Zip: _____

_____
By: Date
Its:

7.5 CERTIFICATION OF DRUG-FREE WORKPLACE

Bulk Fuel, Gasoline and Diesel
ITB NO. 21-405-000-X

Section 287.087 of the Florida Statutes provides that, where identical tie offers are received, one preference shall be given to an offer received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

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 the solicitation a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the solicitation, 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. False statements are punishable at law.

RESPONDENT'S NAME:_____

By: _____

Authorized Signature Print Name and Title

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: American Homegrown Fuel Corporation (A)
Organization FEID Number: 06-1711629
MFMP / SPURS Vendor Number: 06-1711629-001
Street Address: 13852 Waterchase Way
City, State, and Zip: Jacksonville, FL 32224-0806
E-mail Address: john@fcbio.com
Internet Address: http://www.fcbio.com
Telephone Number: 904-525-3835
Toll-Free Number: n/a
Fax Number: 309-415-9093

Remit Address:

Organization Name: American Homegrown Fuel Corporation
Remit-To Street Address: 13852 Waterchase Way
Remit-To City, State, Zip: Jacksonville, FL 32224-0806

Contract Administrator:

Name: John Magwood
Title: President
Street Address: 13852 Waterchase Way
City, State, and Zip: Jacksonville, FL 32224-0806
E-Mail Address: john@fcbio.com
Telephone Number: 904-525-3835
Toll-Free Number: n/a
Cell Phone Number (Optional): n/a
Fax Number: 309-415-9093

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Eli Roberts and Sons, Inc (A)
Organization FEID Number: 59-3232755
MFMP / SPURS Vendor Number: 59-3232755-001
Name: Elaine Lawrence
Title: Dispatcher
Street Address: 2195 Lake Bradford Road
City, State, and Zip: Tallahassee, Florida 32310
E-mail Address: elaine@eliroberts.com
Internet Address: n/a
Telephone Number: 850-576-3145
Toll-Free Number: n/a
Fax Number: 850-574-3788

Remit Address:

Organization Name: Eli Roberts and Sons, Inc
Remit-To Street Address: 2195 Lake Bradford Road
Remit-To City, State, Zip: Tallahassee, Florida 32310

Contract Administrator:

Name: Fonda Neel
Title: Account Manager
Street Address: 2195 Lake Bradford Road
City, State, and Zip: Tallahassee, Florida 32310
E-Mail Address: fonda@eliroberts.com
Telephone Number: 850-576-3145
Toll-Free Number: n/a
Cell Phone Number (Optional): n/a
Fax Number: 850-574-3788

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: G. W. Hunter, Inc. (A)
Organization FEID Number: 59-1615975
MFMP / SPURS Vendor Number: 59-1615975-001
Name: Terry L. Hunter
Title: President
Street Address: PO Box 958
City, State, and Zip: Lake City, FL 32056
E-mail Address: tlhunter@gwhunterinc.com
Internet Address: n/a
Telephone Number: 386-752-5890
Toll-Free Number: n/a
Fax Number: 386-755-5510

Remit Address:

Organization Name: G. W. Hunter, Inc.
Remit-To Street Address: PO Box 958
Remit-To City, State, Zip: Lake City, FL 32056

Contract Administrator:

Name: Terry L. Hunter
Title: President
Street Address: PO Box 958
City, State, and Zip: Lake City, FL 32056
E-Mail Address: tlhunter@gwhunterinc.com
Telephone Number: 386-752-5890
Toll-Free Number: n/a
Fax Number: 386-755-5510

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Jim Hinton Oil Co., Inc. (A)
Organization FEID Number: 59-1275843
MFMP / SPURS Vendor Number: 59-1275843-011
Name: Bill Bozeman
Title: Operations Manager
Street Address: 204 North East Haines St.
Street Address: P O Box 39
City, State, and Zip: Live Oak, FL 32064
E-mail Address: bbozeman@hintonoil.com
Internet Address: n/a
Telephone Number: 386-362-2935
Toll-Free Number: 800-361-2935
Fax Number: 386-362-5961

Remit Address:

Organization Name: Jim Hinton Oil Co., Inc.
Remit-To Street Address: 204 North East Haines St
Remit-To City, State, Zip: Live Oak, FL 32064

Contract Administrator:

Name: Garry Vann
Title: Sales Manager
Street Address: 204 North East Haines St
City, State, and Zip: Live Oak, FL 32064
E-Mail Address: gvann@hintonoil.com
Telephone Number: 386-590-6231
Toll-Free Number: 800-361-2935
Fax Number: 386-362-5961

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: J.V. Gander Distributors, Inc. (A)
Organization FEID Number: 59-1986161
MFMP / SPURS Vendor Number: 59-1986161-004
Name: Jim Gander
Title: Vice President
Street Address: 319 Water Street
P. O. Box Address: P. O. Box 70
City, State, and Zip: Apalachicola, FL 32320
E-mail Address: jim@jvgander.com
Internet Address: http://www.jvgander.com
Toll-Free Number: 866-653-8889
Telephone Number: 850-653-8880
Fax Number: 850-653-9818

Remit Address:

Organization Name: J.V. Gander Distributors, Inc.
Remit-To Street Address: P. O. Box 70
Remit-To City, State, Zip: Apalachicola, FL 32320

Contract Administrator:

Name: Jim Gander
Title: Vice President
Street Address: 319 Water Street
P. O. Box Address: P. O. Box 70
City, State, and Zip: Apalachicola, FL 32320
E-Mail Address: jim@jvgander.com
Toll-Free Number: 866-653-8889
Telephone Number: 850-653-8880
Fax Number: 850-653-9818

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: L.V. Hiers, Inc. (A)
Organization FEID Number: 59-2011260
MFMP / SPURS Vendor Number: 59-2011260-001
Name: Andy Stone
Title: Vice President
Street Address: 253 East Florida Avenue
P. O. Box Address: P. O. Box 1229
City, State, and Zip: Macclenny, FL 32063
E-mail Address: astone@lvhiers.com
Internet Address: http://www.lvhiers.com/
Telephone Number: 904-259-2314
Toll-Free Number: n/a
Fax Number: 904-259-4518

Remit Address:

Organization Name: L.V. Hiers, Inc.
Remit-To Street Address: P. O. Box 1229
Remit-To City, State, Zip: Macclenny, FL 32063

Contract Administrator:

Name: Andy Stone
Title: Vice President
Street Address: 253 East Florida Avenue
P. O. Box Address: P. O. Box 1229
City, State, and Zip: Macclenny, FL 32063
E-mail Address: astone@lvhiers.com
Telephone Number: 904-259-2314
Fax Number: 904-259-4518

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Macmillan Oil Company of Florida, Inc. (O)
Organization FEID Number: 59-0648243
MFMP / SPURS Vendor Number: 59-0648243-001
Name: Eduardo Rodriguez
Title: General Sales Manager
Street Address: 2955 East 11th Avenue
City, State, and Zip: Hialeah, FL 33013
E-mail Address: eduardo@macmillanoil.net
Internet Address: n/a
Telephone Number: 305-283-8580
Toll-Free Number: n/a
Fax Number: 305-691-7817

Remit Address:

Organization Name: Macmillan Oil Company of Florida, Inc.
Remit-To Street Address: 2955 East 11th Avenue
Remit-To City, State, Zip: Hialeah, FL 33013

Contract Administrator:

Name: Eduardo Rodriguez
Title: General Sales Manager
Street Address: 2955 East 11th Avenue
City, State, and Zip: Hialeah, FL 33013
E-mail Address: eduardo@macmillanoil.net
Telephone Number: 305-283-8580
Fax Number: 305-691-7817

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Mansfield Oil Company (A)
Organization FEID Number: 58-1091383
MFMP / SPURS Vendor Number: 58-1091383-001
Name: Bill Hammond
Title: Customer Service Supervisor
Street Address: 1025 Airport Parkway, S.W.
City, State, and Zip: Gainesville, Georgia 30501
E-mail Address: BHammond@MansfieldOil.com
Internet Address: www.mansfieldoil.com
Toll-Free Number: 800-255-6699 ext. 2082
Telephone Number: 678-450-2135
Fax Number: 800-283-3835

Remit Address:

Organization Name: Mansfield Oil Company
Remit-To Street Address: P. O. Box 934067
Remit-To City, State, Zip: Atlanta, GA 30501

Contract Administrator:

Name: Ginger McDaniel
Title: Government Sales Analyst
Street Address: 1025 Airport Parkway, S.W.
City, State, and Zip: Gainesville, Georgia 30501
E-Mail Address: GMcDaniel@MansfieldOil.com
Toll-Free Number: 800-255-6699 ext. 2135
Telephone Number: 678-450-2135
Fax Number: 678-450-2280

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Petroleum Traders Corporation
Organization FEID Number: 35-1462227
MFMP / SPURS Vendor Number: 35-1462227-001
Name: Gayle Newton & Contract Sales Staff
Title: Contract Sales Manager
Street Address: 7120 Pointe Inverness Way
City, State, and Zip: Fort Wayne, IN 46804-7928
E-mail Address: gnewton@petroleumtraders.com
Internet Address: www.petroleumtraders.com
Toll-Free Number: 800-348-3705 x1002
Telephone Number: 260-432-6622 x1002
Fax Number: 260-207-6347

Remit Address:

Organization Name: Petroleum Traders Corporation
Remit-To Street Address: 7120 Pointe Inverness Way
Remit-To City, State, Zip: Fort Wayne, IN 46804-7928

Contract Administrator:

Name: Gayle Newton
Title: Contract Sales Manager
Street Address: 7120 Pointe Inverness Way
City, State, and Zip: Fort Wayne, IN 46804-7928
E-mail Address: gnewton@petroleumtraders.com
Toll-Free Number: 800-348-3705 x1002
Telephone Number: 260-432-6622 x1002
Fax Number: 260-207-6347

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Port Consolidated Corporation (A)
Organization FEID Number: 59-1173292
MFMP / SPURS Vendor Number: 59-1173292-001
Name: Fay Francisco
Title: Customer Service
Street Address: 3141 SE 14th Ave.
P. O. Box Address: P. O. Box 350430
City, State, and Zip: Fort Lauderdale, FL 33335-0430
E-mail Address: ffrancisco@portconsolidated.com
Internet Address: http://www.portconsolidated.com
Toll-Free Number: 800-683-5823
Telephone Number: 954-522-1182
Fax Number: 954-527-1191

Remit Address:

Organization Name: Port Consolidated Corporation
Remit-To Street Address: P. O. Box 350430
Remit-To City, State, Zip: Fort Lauderdale, FL 33335-0430

Contract Administrator:

Name: Don Carlton
Title: Vice -President
Street Address: 3141 SE 14th Ave.
City, State, and Zip: Fort Lauderdale, FL 33316
E-Mail Address: dcarlton@portconsolidated.com
Toll-Free Number: 800-683-5823
Telephone Number: 954-522-1182
Fax Number: 954-527-1191

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: SMF Energy Corporation
Organization FEID Number: 65-0707824
MFMP / SPURS Vendor Number: 65-0707824-002
Name: James Almeida or Melanie Marauszwski
Title: Inside Sales
Street Address: 200 West Cypress Creek Road, Suite 400
City, State, and Zip: Fort Lauderdale, Florida 33309
E-mail Address: jalmeida@mobilefueling.com or mmarauszwski@mobilefueling.com
Internet Address: www.mobilefueling.com
Toll-Free Number: 800-383-5734
Telephone Number: 954-308-4198
Fax Number: 954-308-4221

Remit Address:

Organization Name: SMF Energy Corporation
Remit-To Address: P. O. Box 932640
Remit-To City, State, Zip: Atlanta, GA 31193-2640

Contract Administrator:

Name: Steve Leavitt
Title: Vice-President of Marketing and Sales
Street Address: 200 West Cypress Creek Road, Suite 400
City, State, and Zip: Fort Lauderdale, Florida 33309
E-Mail Address: sleavitt@mobilefueling.com
Telephone Number: 954-308-4183/954-308-4200
Fax Number: 954-308-4219

Ordering Instruction Form

The following Contractor has been awarded select Commodity Codes within State Term Contract, No. 405-000-10-1, Bulk Fuel, Gasoline and Diesel. For specific Contract awards, Eligible Users are referred to the Contract Price Sheets. All Orders are to be placed in accordance with the Contract requirements, specifications, terms, and conditions.

Ordering Information:

Organization Name: Terrell Industries Inc. (A)
Organization FEID Number: 65-0530148
MFMP / SPURS Vendor Number: 65-0530148-001
Name: Grady Terrell, III
Title: President
Street Address: 2067 1st Avenue North
City, State, and Zip: St. Petersburg, FL 33713
E-mail Address: gterrell@verizon.net
Internet Address: http://terrellindustries.com/
Toll-Free Number: n/a
Telephone Number: 727-823-4424
Fax Number: 727-823-3977

Remit Address:

Organization Name: Terrell Industries Inc.
Remit-To Street Address: 2067 1st Avenue North
Remit-To City, State, Zip: St. Petersburg, FL 33713

Contract Administrator:

Name: Grady Terrell, III
Title: President
Street Address: 2067 1st Avenue North
City, State, and Zip: St. Petersburg, FL 33713
E-mail Address: gterrell@verizon.net
Telephone Number: 727-823-4424
Fax Number: 727-823-3977

State Term Contract No. 405-000-10-1; Bulk Fuel, Gasoline and Diesel
Section 4.0, Southern Counties Price Sheet
This State Contract contains awards for transport delivery only

This State Contract contains awards for transport delivery only.
In accordance with best purchasing practices, buyers are urged to use the lowest price whenever possible.

4.1 Broward

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Macmillan Oil Company	$0.0220
Mansfield Oil Company LLC.	$0.0360

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Macmillan Oil Company	$0.0220
Mansfield Oil Company LLC.	$0.0395

405-120-250-0600 Biodiesel Blend

Macmillan Oil Company	$0.0320
Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Macmillan Oil Company	$0.0160
Mansfield Oil Company LLC.	$0.0250

4.2 Collier

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387
Terrell Industries, Inc.	$0.1100

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0395
Petroleum Traders Corporation	$0.0487
Terrell Industries, Inc.	$0.1100

405-120-250-0600 Biodiesel Blend

Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640
Terrell Industries, Inc.	$0.2200

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Mansfield Oil Company LLC.	$0.0250
Petroleum Traders Corporation	$0.0406
Terrell Industries, Inc.	$0.1100

4.3 Miami-Dade

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Macmillan Oil Company	$0.0230
Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Macmillan Oil Company	$0.0230
Mansfield Oil Company LLC.	$0.0395

405-120-250-0600 Biodiesel Blend

Macmillan Oil Company	$0.0330
Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Macmillan Oil Company	$0.0170
Mansfield Oil Company LLC.	$0.0250
Petroleum Traders Corporation	$0.0406

4.4 Glades

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0395

Petroleum Traders Corporation	$0.0487

405-120-250-0600 Biodiesel Blend

Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640
Terrell Industries, Inc.	$0.2500

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Mansfield Oil Company LLC.	$0.0250
Petroleum Traders Corporation	$0.0406

4.5 Hendry

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387
Terrell Industries, Inc.	$0.1100

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0395
Petroleum Traders Corporation	$0.0487
Terrell Industries, Inc.	$0.1100

405-120-250-0600 Biodiesel Blend

Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640
Terrell Industries, Inc.	$0.2500

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Mansfield Oil Company LLC.	$0.0250
Petroleum Traders Corporation	$0.0406
Terrell Industries, Inc.	$0.1100

4.6 Martin

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387
Port Consolidated, Inc.	$0.0690

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0395
Petroleum Traders Corporation	$0.0487
Port Consolidated, Inc.	$0.0690

405-120-250-0600 Biodiesel Blend

Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640
Port Consolidated, Inc.	$0.0690

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Mansfield Oil Company LLC.	$0.0250
Petroleum Traders Corporation	$0.0406
Port Consolidated, Inc.	$0.0690

4.7 Monroe

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387
Macmillan Oil Company	$0.0670

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Mansfield Oil Company LLC.	$0.0395
Petroleum Traders Corporation	$0.0487
Macmillan Oil Company	$0.0670

405-120-250-0600 Biodiesel Blend

Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640
Macmillan Oil Company	$0.0770

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Mansfield Oil Company LLC.	$0.0250
Petroleum Traders Corporation	$0.0406
Macmillan Oil Company	$0.0630

4.8 Palm Beach

405-120-260-1030 Diesel Fuel, Grade No. 2-D Ultra Low Sulfur

Macmillan Oil Company	$0.0250
Mansfield Oil Company LLC.	$0.0360
Petroleum Traders Corporation	$0.0387

405-120-270-0030 Diesel Fuel, Red Dye Grade No. 2 Ultra Low Sulfur

Macmillan Oil Company	$0.0250
Mansfield Oil Company LLC.	$0.0395

405-120-250-0600 Biodiesel Blend

Macmillan Oil Company	$0.0350
Mansfield Oil Company LLC.	$0.0408
Petroleum Traders Corporation	$0.0640

405-220-930-7800 Gasoline E10, Unleaded 87 Octane

Macmillan Oil Company	$0.0180
Mansfield Oil Company LLC.	$0.0250

City of Lake Worth
PROCUREMENT OFFICE

INVITATION FOR BID

IFB PS-FL-13-14-112

Term Contract for the Purchase and Delivery of Unleaded and Diesel

Bid Submission Deadline

Day/ Date: **May 13, 2014**
Time: 2:00PM
Location: Procurement Office
7 North Dixie Highway – 2nd Floor
Lake Worth, FL 33460

PROCUREMENT OFFICE
7 North Dixie Highway
Lake Worth, FL 33360
TEL: 561-586-1674

INVITATION FOR BID
IFB PS-FL-13-14-112

Term Contract for the Purchase and Delivery of Unleaded and Diesel Fuels

SCOPE: The City of Lake Worth is soliciting bids to secure and establish a Term Contract for the Purchase and Delivery of Unleaded and Diesel Fuels. Deliveries are to be FOB destination as per Purchase Order and shall include any and all costs incurred in the performance of work specified herein.

DELIVERY: The successful bidder shall ensure that fuels are delivered to the City's fuel site in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.

The fuel delivery driver shall manually gauge all City tanks prior to unloading fuels to ensure adequate tank capacity. All fuel tanker drivers shall be trained in proper delivery and spill response procedures. All delivery tanker trucks shall be equipped with adequate spill response materials.

Bid documents may be downloaded at the City's website at: www.LakeWorth.org. Hard copies of bid documents may also be acquired from the Procurement Office at 7 North Dixie Highway, Lake Worth, FL 33460.

Time is of the essence. Any bid received after **2:00PM on May 13, 2014**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of the Budget Manager. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Offerors are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids must be delivered or mailed to:

City of Lake Worth, Procurement Office
7 North Dixie Hwy.
Lake Worth, FL 33460

ENVELOPES CONTAINING BIDS MUST BE IDENTIFIED AS BID IFB PS-FL-13-14-112

Hirut Darge, Purchasing Agent

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the Public Services Department finds it necessary to change any of these dates and/or times, the change will accomplished by addendum. All dates and times are subject to change.

IFB PS-FL-13-14-112

ACTION	COMPLETION DATE
IFB Posting Date, City Website & DemandStar	April 18, 2014
Final Questions Due	May 2, 2014 by 2:00 PM
Addenda Published	May 5, 2014 by 4:00 PM
Proposals Due	May 13, 2014, at 2:00 PM

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IFB PS-FL-13-14-112

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GENERAL TERMS AND CONDITIONS

SECTION 1 – SCOPE OF WORK

SCOPE: The City of Lake Worth is soliciting bids to secure and establish a Term Contract for the Purchase and Delivery of Unleaded and Diesel Fuels. Deliveries are to be FOB destination as per Purchase Order and shall include any and all costs incurred in the performance of work specified herein.

The project is being bid and awarded as a unit price contract and quantities are located within this Invitation for Bid in Section B3.

The City intends to award contract up to the three (3) contractors providing the lowest bid amounts. The selected contractors will receive work orders during the effective term of the contract and prior to the contract's expiration date.

SECTION 2 – SPECIAL TERMS

DELIVERY: The successful bidder shall ensure that fuels are delivered to the City's fuel site in compliance with all applicable federal, state and local environmental regulations including OSHA and NFPA standards.

The fuel delivery driver shall manually gauge all City tanks prior to unloading fuels to ensure adequate tank capacity. All fuel tanker drivers shall be trained in proper delivery and spill response procedures. All delivery tanker trucks shall be equipped with adequate spill response materials.

FAILURE TO DELIVER: Failure to deliver as specified at and/or bid price will authorize the City of Lake Worth to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements may be charged the additional cost. Further, the Purchasing Department may recommend that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three (3) years.

TERM OF CONTRACT: The term of this contract shall be for two (2) years from the date of award, and may be renewable for three (3) additional one year periods by mutual agreement between the City and awardee. If considering renewal, the City' Purchasing Department will request a letter of intent to renew from the awardee prior to the end of current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon.

PRICING: The City's purchase price for gasoline and diesel fuels will be calculated based on the following criteria:

a) The published daily average wholesale (Rack) price from Oil Price Information Service (OPIS) report of Miami, Florida.

b) Plus all applicable taxes

   i. During the term of the contract any changes in the mandated tax amounts must be communicated to the purchasing department with documented evidence substantiating the tax change prior to any inclusion on any invoices
   ii. The City will only pay the current tax amount until notified of any changes
   iii. Per Florida Statute 206.23, any person engaged in selling motor fuel shall add the amount of the fuel tax to the price of the motor fuel sold by him or her and shall state the tax separately from the price of the motor fuel on all invoices.

c) Plus or minus a firm fixed discount

i. The successful bidder shall calculate all other applicable fees, overhead, and profit in their plus or minus firm fixed dollar amount. Any tax incentives realized by the awarded vendor must be passed along to the City
ii. Price will be in effect on the published date of the OPIS of Miami, Florida through the next published date. The successful bidder shall include with the submission of an invoice to the transportation department, documentation which substantiates the daily average wholesale (Rack) price for Unleaded and Diesel fuel from the OPIS report of Miami, Florida. OPIS prices, the fixed price increment and all applicable taxes must be shown on all invoices.

The City is exempt from Federal Excise Taxes on unleaded and diesel fuel. The successful bidders shall exclude applicable taxes that the City is exempt from prior to issuing any invoices. A Federal Excise Tax Exemption Certificate shall be furnished to the vendor upon request.

INSURANCE: Please refer to General Condition 52 for insurance requirements, unless a modification to such requirements is listed below:

The City of Lake Worth shall be named as an additional insured on all certificates of insurance.

AREA REPRESENTATIVE: Bidder should indicate in space provided in the Bid document the name, address, phone number and email address of the vendor representatives who will make periodic scheduled visits to the City and will be available, upon request, to resolve billing and delivery problems.

STORAGE CAPACITY: The City's current storage capacity are listed below. The City also has emergency generators located at the 1900 2nd Ave North complex, PBC Sheriff's office (120 North G Street, 33460) and City Hall (7 North Dixie Highway, 33460), which require fueling when requested by an authorized representative. The City, at its option, may add or delete locations as deemed necessary. All specifications and requirements of this bid will apply to additional or deleted sites.

1. 10,000 Gallon Unleaded gasoline below ground tanks = 1
2. 10,000 Gallon diesel fuel below ground tank = 1

ESTIMATED CONSUMPTION: Fiscal Year 2013, the City purchased approximately 72,062 gallons of unleaded gasoline and 98,428 gallons of diesel fuel. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by an authorized representative within the City.

SPILL PREVENTION: The successful bidder shall have an established, on-going, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Bidders shall submit details of this plan with their bid or within five (5) days of request. In the event of a fuel spill, the driver/company shall immediately notify the City's Public Services Department at 561-586-1720 or 561-586-1695 after normal working hours. The driver/company shall proceed with cleanup of spilled fuel immediately in compliance with all applicable federal, state, and local environmental regulations. The successful bidders shall be solely responsible for all costs incurred during fuel spill cleanup, including any continuing investigations and/or site remediation that may be required by environmental regulations.

MATERIAL SAFETY DATA SHEET: As per Florida Statutes, Chapter 442, Material Safety Data Sheets are required for materials ordered in this bid. Bidder must supply MSDS's within five days of request. All MSDS must conform to current OSHA format.

SECTION 3 – MINIMUM QUALIFICATIONS

QUALIFICATIONS: The bidder shall have maintained continual work experience in the delivery of unleaded and diesel fuels for a period of three years prior to the bid date. Bidder must submit written documentation with bid or within three days of request, substantiating experience requirement. Any of the following documents will be acceptable:

1. Copies of state or county licenses showing date business was opened
2. Copy of incorporation papers showing date of opening
3. A notarized statement affirming the opening date of the business
4. A notarized statement affirming previous years of experience of the principals of the firm.

The bidder shall have a place of business for contact by City staff during normal working days.

SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. **HOW TO SUBMIT A BID:**

a. **The original and four (2) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

City of Lake Worth – Procurement Office – 2nd Floor
7 North Dixie Highway
Lake Worth, FL 33460

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation for Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Office of Management and Budget. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation for Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation for Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. **THE BID PACKAGE**. The Bid Submission Package consists of the following documents:

B1 Bid Cover Sheet
B2 Bid
B3 Schedule of Bid Items
B4 Substitution Sheet
B5 Schedule of Sub-contractors
B6 Vendor Verification Form
B7 List of Reference
B8 Affidavit of Prim Bidder-Re Non-Collusion & Public Entity Crime
B9 Drug Free Workplace Certification
B10 Vendor's Existing and Projected Workload Form
___ Copies of required licenses or registrations

The Bid Submission Package, and any other required documents must be returned in order for the bid to be considered.

AVOID BID REJECTION*:*
Bids may be rejected for noncompliance to requirements after review by the Procurement Office.
All bids must be submitted on the provided Bid forms (B1 – B10), as applicable to this IFB.
Form B-2 and B-3 must be signed in ink by an officer authorized to bind the Bidder.

3. COMPLETION OF BID SUBMISSION PACKAGE.

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms (B1 – B10), as applicable**. Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B-2 and B-3) must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

4. ERRORS/ERASURES/CORRECTIONS

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. BID PRICES

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. SUBSTITUTIONS

If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING

If a bidder intends to subcontracts any portion of the work, the Schedule of Contractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all sub-contractors. Owner reserves the right to reject any bid 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 under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Contractor shall submit for the Owner's review and approval, as part of his bid submission, a sample copy of his company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. BID BONDS OR DEPOSITS – NOT REQUIRED

Each bid must be accompanied by a bid bond or a deposit in a sum of non less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of Lake Worth
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of Lake Worth. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract fails to execute such contract with the City as agent for the ECR Board, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES

Bidder must include with his bid package a copy of all applicable Certificates issued by the State of Florida or Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of Lake Worth prior to contract execution.

10. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying any member of the City, the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation for Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Office of M & B. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the IFB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. CONFLICT OF INTEREST

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lake Worth. Further, all bidders must disclose the name of any employee of those cities or the County who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. ETHICS REQUIREMENTS.

This IFB 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 IFB.

13. OFFICE OF THE INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. 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 additional 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. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

14. PUBLIC ENTITY CRIMES.

Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City for 36 months following the date of being placed on the convicted vendor list.

15. INQUIRIES AND ADDENDA

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the City, the Mayor, any City Commissioner, City of Lake Worth staff, any Evaluation Committee, or any other person authorized on behalf of the City related or involved with this IFB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Hirut Darge, Purchasing Agent
City of Lake Worth, Office of Management and Budget
7 N. Dixie Hwy.
Lake Worth, Fl 33460
E-mail: hdarge@lakeworth.org

*All questions or inquiries must be received no later than **seven (7) calendar days** prior to the Bid closing date.*

Any addenda or other modification to the Bid documents will be issued by the City five (5) days prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation for Bid will be made for any bidder, except by written addendum.

16. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City's procurement code, this Invitation for Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation for Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

17. SELECTION OF BIDDER WITH WHOM TO CONTRACT

The selection of a bidder with whom to contract shall be based on the "best value" to the City using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods, services, or construction,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the City of Lake Worth's intent to award a contract. Recommended awards will be available for review by interested parties at the Procurement Office for the City.

19. CONTRACT

This contract (consisting of the IFB, any Addenda, and seller's bid), states the entire contract between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, representations, and agreements pertaining to this requirement, are merged herein or superseded hereby. No alterations, modifications, release, or waiver of this contract or any of the provisions hereof shall be effective unless in writing, executed by the parties. The products/services required of this contract will be officially "ordered" through the issuance of a Purchase Order. Seller shall NOT deliver product(s) until it has been issued a signed Purchase Order from the City of Lake Worth.

20. PROCUREMENT CODE

Chapter 2013-13 of the Code of Ordinances of the City of Lake Worth shall govern this RFP.

21. COSTS

All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder.

22. PROTEST PROCEDURE

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), or you may request a copy from the Procurement Office. 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.

23. CITY IS DOCUMENT GATEKEEPER

This IFB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Office. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding ay solicitation made by the City of Lake Worth.

24. PUBLIC RECORDS REQUESTS DURING BID OPENINGS

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.

25. LOCAL VENDOR PREFERENCE

In the event the lowest responsive, responsible bidder or the highest ranked responsive, responsible proposer in the procurement of goods, services or construction is a non-LOCAL business, then all bids and or proposals from responsive, responsible LOCAL businesses to the same solicitation shall be adjusted by five (5) percent, solely for the purpose of determining bid/contract award. The bid price of LOCAL bidders will be adjusted downward by five (5) percent for purposes of ranking of bidders.

In no event, shall the application of this adjustment to a responsive quote or bid change the actual bid amount. Further, it will not cause the City to pay more than $15,000 above the amount bid by that non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

If the application of the five-percent local vendor preference causes the *evaluated local vendor price* to be less than the actual low-bid price, but the actual bid price of the local vendor is more than $15,000 higher than the actual low-bid price of a non-local vendor, then the non-local vendor submitting the actual low-bid, shall be viewed as the low-bidder, and be recommended for award, unless for reasons other than price, the bid is not found to be responsive and/or responsible.

A *LOCAL business*, for the purposes of the application of a local vendor preference, means a bidder or proposer which has a permanent, physical place of business within the city limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical address. If the business is a joint venture/partnership, it is sufficient for qualification as a LOCAL business if at least one party of the joint venture/partnership meets the test set forth in this Section.

26. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and Section 2-112(k) the City's procurement code, the City's procurement cone of silence will be in effect as of the due date for proposals in response to this IFB. 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 representatives, 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

(B1)

BID PACKAGE COVER SHEET

IFB PS-FL-13-14-112 Project Title: **Term Contract for the Purchase and Delivery of Unleaded and Diesel Fuels**

Bidder Company Name: ……

Enclose the following documents:

_____ 1. Bid Package Cover Sheet. (B1)

_____ 2. Bid (B2) **Must be signed**.

_____ 3. Schedule of Bid Items (B3) **Must be signed**.

_____ 4. Substitution Sheet (B4). If none, mark "none".

_____ 5. Schedule of Sub-contractors (B5). If none, mark "none".

_____ 6. Vendor Verification Form (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.

_____ 7. List of Reference (B7)

_____ 8. Affidavit Of Prime Bidder re Noncollusion (B8). **Sign and notarize the signature.**

_____ 9. Drug Free Certification (B9)

_____ 10. Vendor's Existing and Projected Workload Form (B10)

_____ 11. Copies of licenses, certifications and registrations (Contractor to Supply)

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 (B1 – B10).
Form B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

(B2)

BID
Term Contract for the Purchase and Delivery of Unleaded and Diesel Fuels

IFB PS-FL-13-14-112

Proposal of: _____
(Bidder Company Name)

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 amounts listed in the Schedule of Bid Items (B3).

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. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material 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.

5. Bidder understands that the contract time starts on the date of Notice to Proceed.

6. 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.

7. 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.

8. Small Business participation goal for this project is 15%.

9. The following officer, director or agent of the Bidder is also an employee of the City of Lake Worth.

Name *Address*

_____

_____

10. 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*

_____

_____

11. 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.

12. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

13. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

14. 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.

Name of Firm: _____

HQ Address: _____ ST_____ Zip_____

Phone: (_____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST_____ Zip_____

Sales Contact Name: _____ Title: _____

Phone: (_____) _____ Email: _____

<u>Failure to fully complete and sign this Bid Form may result in rejection of the Bid.</u>

(B3)

IFB PS-FL-13-14-112

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 used as a tool for the evaluation of the bid(s).

Item #	COMMODITY DESCRIPTION	DELIVERY DAYS ARO	SPECIFY BRAND	SPECIFY REFINERY	*DAILY OPIS 10:00 AM PRICE	UNIT PRICE QUOTES** SPECIFY EITHER (+) MARKUP OR (-) DISCOUNT METERED DELIVERIES
1.	Regular Unleaded 87.0 Tankwagon (under 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
2.	Regular Unleaded 87.0 Tankwagon (over 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
3.	MedGrade Unleaded 89.0 Tankwagon (under 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
4.	MedGrade Unleaded 89.0 Tankwagon (over 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
5.	Diesel #2, Low Sulfur Tankwagon (under 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
6.	Diesel #2, Low Sulfur Tankwagon (over 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
7.	Diesel #2, High Sulfur Tankwagon (under 5,000 gallons)				$0.00	(+) $_____ or (-) $_____
***OPIS prices as of May 13, 2014, and are being used for bid evaluation purposes only.**						
****Bidder shall calculate all markup or discount amounts to the fourth decimal.**						

Name of Firm: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

(B4)

IFB PS-FL-13-14-112

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, schedule, or plan.

Associated “Add” or “Deduct” must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____
_____	_____	$_____	$_____

(B5)

IFB PS-FL-13-14-112

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project (if applicable):

1. _____ _____
(company name) (type of work)

_____ _____
(address) (tel. #)

_____ _____
(zip code) (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. #)

4. _____ _____
(company name) (type of work)

_____ _____
(address) (tel. #)

_____ _____
(zip code) (federal I.D. #)

Authorized Signature: _____

Note: The above schedule of sub-contractors 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.

(B6)

IFB PS-FL-13-14-112

VENDOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

_____

Telephone: ( ) _____

Fax: ( ) _____

Email: _____

COMPANY PRINCIPAL:

Name: _____

Address: _____

_____

Telephone: ( ) _____

Email: _____

State License # _____ (**ATTACH COPY)**

County License # _____ (**ATTACH COPY**)

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Company Principal a full-time employee of Prime Bidder?

____ Yes _____ No

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)

IFB PS-FL-13-14-112

LIST OF REFERENCES

1. Owner's Name & Address: _____

_____

_____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

2. Owner's Name & Address: _____

_____

_____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

3. Owner's Name & Address: _____

_____

_____

Contact Person: _____

Telephone: ( ) _____ Fax: ( )_____ E-Mail: _____

(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;

2. I am 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 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 secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lake Worth, or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the City of Lake Worth. _____ (if none, write "None").
6. The following employees of the City of Lake Worth, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. 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.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me

this _____ day of _____, 2014 by Name: _____

_____ who is personally known to me or
_____ who has produced _____ as identification

_____
Notary Public (print & sign name)

Commission No. _____

(B9)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

_____ 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: _____

_____
Date

Vendor's Existing and Projected Workload Form

List all major fuel delivery contracts or agreements your firm has in process, giving the name of the owner, contract amounts, delivery schedules, and date of contract periods. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Owner Name and Contact Info.	Fuel Type and Amounts (per month)	Delivery Schedule (frequency)	Contract Start Date	Contract Expiration Date	Other Information

GENERAL CONDITIONS AND TERMS

City of Lake Worth

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GC 1 DEFINITIONS

(a) The “Owner”, the “Contractor”, and the “Engineer” are treated throughout the Contract as if each were of the singular number and masculine gender.

(b) “Owner” shall be understood to mean the City of Lake Worth,

(c) "Engineer" shall be used and shall be understood to mean the professional engineer or architect consultant retained by Owner or the designed staff engineer of the Public Services Department or Water Utilities Department of Owner.

(d) The term “subcontractor” includes only those having a direct contract with Contractor, and it includes one who furnishes material worked to a special design according to the plans and specifications of this work but does not include one who merely furnishes material not so worked.

(e) The term "work" means the construction services required by the Contract Documents and requires all labor, materials and services to be provided by Contractor to fulfill Contractor's obligations under this Agreement, including all miscellaneous and ancillary items necessary to construct a complete and functional project.

(f) “Contract Documents” means Owner’s Invitation for Bid, Contractor’s Bid, the Contract, the General Terms and Conditions, the Special Terms, the Drawings, the Specifications, any fully executed Change Orders, and any fully executed amendments to any of the same.

GC 2 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS:

The Contract Documents shall be executed in two original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of any conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

First Priority:	Specifications (quality)
Second Priority:	Drawings (location)
Third Priority:	Special Terms
Fourth Priority:	General Terms and Conditions
Fifth Priority:	Contract
Sixth Priority	Invitation for Bid
Seventh Priority	Contractor’s Bid

In any event of inconsistency, however, the latest, and more stringent, or technical, or the greater quantity requirements shall control the work to be performed by Contractor.

GC 3 CONTRACTOR RESPONSIBILITIES.

a) Contractor shall be held liable to Owner for the performance of all work provided for under the Contract Documents. The Contract Documents make no attempt to fix the scope of the work of any subcontractor nor the responsibilities of the subcontractors.

b) Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, travel, lodging, insurance, and facilities and services necessary for the property execution and completion of the work.

c) Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the work. Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the work.

d) Contractor shall be liable to Owner for materials and equipment furnished. This shall include all materials and equipment whether manufactured and/or fabricated by other persons. In the event that an agent or other representative of Owner approved the installation or erection of any item of material or equipment and Contractor feels the same is not fabricated in good workmanlike manner, he shall forthwith advise the Engineer and Owner thereof in writing.

e) Contractor shall provide for each of the following activities:

(1) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(2) Maintain a roster of subcontractors with name and contact telephone numbers for key personnel.

(3) Provide a safety program for the project and conduct a safety meeting prior to commencing work.

f) Any disputes which may arise between Contractor and any subcontractor must be resolved between the parties concerned. Owner will not undertake nor be in any way responsible for the resolution of such disputes.

GC 4 ENGINEER / CITY REPRESENTATIVE'S STATUS.

a) The Engineer may provide observation of Contractor's activities and progress of the work. On behalf of Owner, the Engineer may make inspections of all construction, draft change orders, and verify and certify partial and/or final payments due to Contractor. The Engineer may, during the life of the Contract issue additional instructions, by means of drawings, minor change orders or otherwise, necessary to illustrate changes in the work.

b) The Engineer shall have authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract or to protect the public and/or property. He shall also have authority to reject all work, materials and equipment which does not conform to the Contract and to decide questions raised by Contractor which arise in the execution of the work.

c) The Engineer will make decisions in writing on all claims of Contractor, and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. All such decisions of the Engineer shall be final.

d) Notwithstanding the above, the Engineer is not an arbitrator or a judge of disputes between Owner and Contractor. Any such disputes shall be resolved by Owner and Contractor under dispute resolution provisions of the contract or by such rights and remedies as are available to them.

GC 5 DESIGN AND SPECIFICATIONS.

a) Owner through the Engineer, or the Engineer as Owner's representative, shall furnish specifications and construction drawings which represent the requirements of the work, as far as practical, to be performed.

b) The specifications and construction drawings provided are intended to describe and provide for a finished piece of work; they are intended to be complementary and what is called for by either shall be as binding as if called for by both. Contractor understands that it shall fully complete and deliver a functioning work, notwithstanding every item or detail necessarily involved in the work is not particularly mentioned in the specifications.

c) Contractor shall, immediately upon receipt of the specifications (project scope), check all specifications furnished and shall promptly notify Owner of any illegibility, errors, omission, defect or discrepancies discovered in such specifications and shall comment as appropriate upon construction feasibility and practicality. Contractor shall be responsible for obtaining Right of Way / Utility permits for the work based on the specifications and drawings. Contractor shall perform work only in accordance with the specifications, drawings and any subsequent revisions thereto.

GC 6 MATERIALS, LABOR, EQUIPMENT.

Unless otherwise specified, all materials and equipment incorporated in the final work shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind, quality and manufacturer of materials.

GC 7 QUALITY ASSURANCE

Contractor shall develop, implement and maintain a plan for the work with quality assurance and management and control of the construction services. Contractor shall maintain a continuous presence at the work site, and an adequate inspection system and perform such inspections as will assure that the work performed conforms to the requirement of the Contract Documents.

GC 8 PERMITS AND FEES.

All Permits or licenses necessary for the performance of the work or required by law or ordinance, including Right of Way / Utility permits, shall be secured, maintained, and paid for by Contractor, unless otherwise provided in the Special Terms. Contractor shall be responsible for all governmental fees, including but not limited to utility fees and connection fees. Owner shall be responsible for obtaining any necessary easements. For construction of a building, Contractor shall be responsible for all City of Lake Worth Construction Services plan and permit review fees

GC 9 PROJECT MANAGER.

To assure that the work will be performed to the requirements of the Contract Documents, Contractor shall keep during the term of this Agreement a competent Project Manager and any necessary assistants, all satisfactory to the Engineer and Owner. Contractor shall advise the Engineer, in writing, within ten (10) days after the date of Owner's issuance of a Notice to Proceed, the name and local address of the Project Manager who will be in charge of the project, together with extent of his authority to represent and act on behalf of Contractor, along with the Project Manager's cell phone number. Contractor shall assure that Owner and Engineer will be able to reach the Project Manager at his cell phone number at all working hours and during emergencies. The Project Manager shall represent Contractor in his absence and all notices and directions given to him shall be binding as if given to Contractor. Important directions shall be confirmed on written request in each case. Contractor shall give sufficient superintendence to the work using a best skill and attention standard. If Contractor, in the course of the work finds any discrepancy between the permitted drawings and the physical conditions of the locality, or any errors or omissions in specifications, permitted drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer and Owner, in writing, and the Engineer will review the same and provide corrective instructions, if any are necessary. Any work done after such discovery, until authorized, will be done at Contractor's risk. Neither party shall employ or hire any employee of the other party without the other party's consent. At any time Owner may request and Contractor shall replace the individual performing as Project Manager with an individual acceptable to Owner.

GC 10 SUBCONTRACTORS AND SUPPLIERS.

a) Unless otherwise required to be specified in Contractor's Bid, within ten (10) days after the date of Owner's issuance of a Notice to Proceed, Contractor shall furnish to Owner in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) whom Contractor will engage as sub-contractors or suppliers for the Project. Contractor shall not change such sub-contractors or suppliers without written notice to Owner, and shall not contract with a proposed person or entity to whom Owner or Engineer has made reasonable and timely objection in writing after such notice. Contractor understands and agrees that Contractor alone is responsible to Owner for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by Owner or Engineer will not in any way make Owner responsible to any subcontractor or sub-subcontractor or suppliers, nor will it make Owner responsible for the actions or omissions of any subcontractor or sub-subcontractor or suppliers.

b) By appropriate written agreement, Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to Contractor by terms of the Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. Owner shall be named as an intended Third Party Beneficiary in all subcontractor agreements, provided such naming shall not create privity of contract between Owner and subcontractor. Each subcontract agreement shall preserve and protect the rights of Owner under the Contract Documents with respect to the work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against Owner. Where

appropriate, Contractor shall require each subcontractor to enter into similar agreements with Sub-subcontractors. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound, and, upon written request of the subcontractor, identify to the subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Contractor shall include in all subcontracts a provision requiring the subcontractor to consent to an assignment of the subcontractor to Owner.

c) Owner reserves the right to perform construction or operations related to the Project with Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under contract conditions identical or substantially similar to these. If Contractor claims that delay or additional cost is involved because of such action by Owner, Contractor shall make such claim as provided in these General Conditions and Terms. Contractor shall afford Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate Contractor's construction and operations with theirs as required by the Contract Documents.

d) If part of Contractor's work depends for proper execution or results upon construction or operations by Owner or a separate contractor, Contractor shall, prior to proceeding with that portion of the work, promptly report to Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of Contractor to promptly so report shall constitute an acknowledgment that Owner's or separate contractors completed or partially completed construction is fit and proper to receive Contractor's work, except as to defects not then reasonably discoverable.

GC 11 CONTRACTOR MEETINGS

Contractor shall, at its expense, attend any and all meetings called by Owner to discuss the work under the Contract. Owner, or its Engineer, will distribute typed minutes of each meeting to all attendees. Failure of Contractor to promptly object to the typed minutes shall constitute Contractor’s agreement with the content of the typed minutes.

GC 12 SCHEDULING.

a) Within ten (10) days after the date of Owner’s issuance of a Notice to Proceed, Contractor shall prepare and submit to Owner and to Engineer a project schedule utilizing the Critical Path Method (CPM) graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The construction schedule shall be complete in all respects, covering approvals, construction and Owner occupancy, in addition to activities and interfaces with other Contractors at the work site, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. Contractor agrees to complete the work and Project in accordance with the agreed construction schedule as amended by approved and duly executed change orders.

b) At the end of each calendar month, Contractor shall prepare a separate schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of the work yet to be performed, in contrast with the CPM schedule and planned progress of performance of such work. Each such schedule shall be submitted to Owner and Engineer. Failure of Contractor to prepare and submit the monthly schedule(s) as aforesaid shall be sufficient grounds for Owner to find Contractor in material default and shall be sufficient cause to terminate the Contract or to withhold payment to Contractor until a schedule is submitted.

c) Contractor agrees that whenever it becomes apparent from the progress review meeting or CPM schedule that the contract completion date will not be met due to impacts or circumstances not within Contractor’s control, Contractor shall notify Owner and Engineer of the potential schedule change within three (3) days of a commencement of delay or knowledge of a potential delay.

d) Prior to requesting a time extension due to impacts or circumstances within Contractor’s control, Contractor shall execute some or all of the following remedial actions at Contractor’s sole cost and expense:

1. Increase manpower as necessary to eliminate work backlog.

2. Increase the number of working hours per shift, shifts per working day, working days per week, construction equipment, or any combination of the foregoing to eliminate the backlog.
3. Reschedule the work in conformance with specification requirements.

e) Neither Owner nor Contractor shall be considered to own the schedule float time.

GC 13 LIQUIDATED DAMAGES.

If the actual completion date for substantial completion or final completion occurs later than the time indicated in the Special Terms or later than the scheduled completion date if a duly authorized change order for time is issued, liquidated damages in the amount(s) set forth in the Special Terms shall be paid by Contractor for unexcused delay in performance of the work. Contractor agrees that Owner's actual damages in the event of unexcused delay are difficult to ascertain and therefore the parties agree that the sums established in the Special Terms are reasonably related to what damages Owner may suffer and are enforceable liquidated damages and not penalties. Any claims by Owner will be a claim for liquidated damages as provided in the contract and Owner waives any separate claim for consequential damages. Notwithstanding the above, Contractor agrees that liquidated damages do not include additional costs invoiced by Engineer to Owner for extended engineering services arising out of an unexcused delay, and Contractor agrees to reimburse Owner for such actual Engineer costs in addition to payment by Contractor of liquidated damages.

GC 14 SCHEDULE OF VALUES.

Within five (5) days after the date of Owner's issuance of a Notice to Proceed, Contractor shall submit for review and approval of Owner and Engineer, a schedule of values, by phases of work, to show a breakdown of the Contract Price corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders are to be added as separate line items.

GC 15 LAND FOR WORK.

Contractor's access to the site and storage areas shall be as shown on the permitted drawings and as designated by Owner. Access routes may also be used by Owner, and its employees and other contractors. No other access points shall be allowed unless approved by Owner. All contractor traffic authorized to enter the site shall be experienced in the route or guided by Contractor personnel. Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of its construction traffic. In the event Owner provides conditions or reasonable restrictions on the use or access to the lands upon which or adjacent to which the work is to be done, Contractor shall comply with all such conditions or restrictions. Any delay in the furnishing of these lands by Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

Owner, and its duly authorized employees and representatives, and representatives of all governmental agencies having jurisdiction over work areas or any part thereof, shall, at all reasonable times, have access to such areas and the premises used by Contractor. Contractor shall also arrange for Owner, its representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced or fabricated for use under the Contract.

GC 16 SURVEY, LINES AND GRADE

Unless otherwise specified, the Engineer may furnish land survey control points, base lines and benchmarks for the location of the work based on original surveying work performed during design of this project. Contractor shall be responsible for the establishment of new benchmarks and preservation of all lines, points, and elevations furnished and shall bear the expense of resetting same if Contractor or any of its subcontractors move or destroy or render inaccurate any such base lines, points and elevations. From the information provided by the Engineer, Contractor shall develop and make all detail surveys and establish lines and grades as required.

GC 17 SITE CONDITIONS.

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the work and the general and local site conditions, and particularly, but without limitation, with respect to the following: conditions affecting the transportation, access, disposal, handling and storage of materials, equipment and

construction machinery; the availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions; location of underground utilities; existing site conditions, topography and ground conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; and all other matters which can in any way affect the performance of the Contract or the cost associated therewith. Contractor's failure to assess the site conditions will not relieve it from the responsibility for properly estimating the costs and schedule of performing the work.

GC 18 SUBSOIL CONDITIONS.

The City has performed geotechnical engineering services and are provided in the contract documents. Contractor shall satisfy itself as to all subsoil conditions.

GC 19 SURFACE AND SUBSURFACE WATER

Contractor shall obtain all permits required from each applicable regulatory agency with respect to the control of surface and subsurface water by Contractor during the work, with copies submitted to Owner. Contractor shall immediately remedy any permit violations and shall be responsible for any damages, remediation, fines or penalties assessed by such agencies for permit violations.

GC 20 CONTRACTOR WORK AREA

a) Contractor's work area on the job site will be assigned by Owner. Contractor shall confine its office, storage, assembly, equipment and parking to the areas so assigned. Should Contractor find it necessary to use any additional land outside the work site for any purpose, Contractor shall, at its expense, provide for the use of any such additional land.

b) Contractor shall provide, at all times, as part of the work, clean and adequate sanitary facilities within the Project area for the use by Contractor's workers.

GC 21 CONTRACTOR-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

Contractor shall provide and use on the work only such construction plant, machinery and equipment as are capable of producing the quality and quantity of work and materials required by the drawings and specifications within the established schedule. Only new, unused materials, equipment and items of recent manufacture, of designated quality, free from defects, will be accepted. Contractor shall, if requested, furnish evidence satisfactory to Owner as to the kind, quality and manufacturer of materials and equipment. Upon written order of Owner, Contractor shall discontinue operation of unsatisfactory plant, machinery, equipment and/or facilities. Owner will be the final authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract Documents.

Where Contractor supplied drawings are required for planning or performance of the work, such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details such as field connections for property installation. Such drawings shall be submitted by and at the expense of Contractor. At least 21 days shall be allowed for review by Owner. If drawings show variations from the contract requirements, Contractor shall describe such variations in writing at the time of submission. Review and permission to proceed by Owner does not constitute acceptance or approval of design details, calculations, analyses, test methods or materials develop or selected by Contractor and does not relieve Contractor from full compliance with the Contract Documents.

Where samples are required, samples shall be submitted by and at the expense of Contractor. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into the work without such review. At least 21 days shall be allowed for Owner's review.

Owner or Engineer shall notify Contractor of defective or unacceptable work if Owner or Engineer discovers such. No work defective in construction or quality, or deficient in meeting any requirement of the Contract, drawings or specifications, will be acceptable regardless of Owner's failure to discover such defects during construction; nor will inspection by the Engineer relieve Contractor from ensuing the quality of the work as required by the Contract. No payment, whether partial or final, shall be construed as an acceptance of defective or unacceptable work or improper materials and equipment.

GC 22 FLORIDA LUMBER

Whenever available, Contractor shall use lumber, timber and other forest products produced and manufactured in Florida provided the price, fitness and quality of such products are equal to substitute products. See F.S. 255.20(3).

GC 23 PROTECTION OF THE WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of all work from loss, theft or damage from whatever cause, and shall take all reasonable precautions to protect the property of Owner and third parties from theft, injury or loss arising in connection with this Contract. Contractor shall comply with the requirements of Owner and its insurance carriers and all applicable laws, codes and regulations with respect to prevention of damage.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not reasonably interfere with the performance of the work. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation. Contractor shall leave all adjacent property in as good condition as it was prior to beginning of the Contract. All cost in connection with any repairs or restoration necessary or required as a result of damage shall be borne by Contractor.

Where practical, Contractor shall erect a temporary fence around the work site. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner wither three (3) days of each incident.

Until final acceptance of the work by Owner, Contractor shall have full and complete charge or and shall bear all risk of loss of, and injury or damage to, the work performed under this Contract, or any portion thereof, including materials and equipment, and Owner-furnished supplies and equipment, from any cause whatsoever. Contractor shall rebuild, repair, restore and make good any damages, injury, or loss to the work and to the property of Owner or third parties, except such as may be directly due to errors in the Contract Documents which Contractor could not have discovered through due diligence, or caused by agents or employees of Owner, unless such loss or damage would be covered by any policy of insurance maintained by Contractor.

GC 24 UTILITIES

Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas, including, but not limited to: construction power, water as required throughout construction, and telephone service, if needed. Prior to final acceptance of the work, Contractor shall, at its expense, remove all temporary utilities. Contractor shall conduct its operations so as not to damage, close or obstruct any utility installation, highway, road or other property until permits therefore have been obtained.

GC 25 DELIVERY UNLOADING AND STORAGE

Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site, all materials, plant and equipment required for the performance of the Contract. Material and equipment subject to degradation by outside exposure shall be stored in a weather-tight enclosure provided by Contractor at its expense.

GC 26 FIRE PROTECTION

All necessary precautions to avoid and eliminate fire hazards shall be the responsibility of Contractor. Contractor shall provide portable fire extinguishers, properly labeled, located and compatible with the hazard of each work area and shall instruct personnel in their use.

GC 27 ILLUMINATION

When any work is performed when daylight is obscured or at night, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on satisfactorily and safely.

GC 28 DUST CONTROL

For the duration of the contract, Contractor shall, at its expense, maintain all excavations, roads, plant sites, borrow areas and all other work areas free from dust. Code-required or industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

GC 29 POLLUTION CONTROL

Contractor shall, at its expense, perform its work so as not to discharge into the atmosphere, any body of water, the ground or groundwater, from any source, smoke, dust or other contaminants in violation of the laws, rules, regulations and orders of all federal, state and local air, ground and water pollution requirements (collectively “Discharge Law”). Contractor shall, at its expense, provide suitable facilities to prevent any such discharges. In

the event of a discharge which results in contamination of the site, Contractor shall immediately notify Owner and the appropriate governmental authority and shall take whatever action is necessary, required by Discharge Law to remediate the contamination at Contractor's sole cost and expense, including, but not limited to, the payment of fines, penalties and damages. Contractor shall indemnify and hold harmless Owner from any expense, fine, penalty, obligation, action or liability resulting from such discharge and remedial actions.

GC 30 DEBRIS DISPOSAL

All debris shall be legally disposed of at licensed disposal site(s).

GC 31 EXPLOSIVES AND HAZARDOUS MATERIALS

Contractor shall obtain all required federal, state and local permits and licenses and shall be responsible for the safe and proper handling, transportation, storage and use of any explosive or hazardous material brought onto or encountered within the site. Contractor will notify Owner immediately if explosive or hazardous materials are encountered on the site. Contractor shall maintain and post as necessary, Material hazard Data Sheets for all applicable hazardous materials used in the course of the work. In the event that hazardous material is improperly handled or stored by Contractor or its sub-contractors, which results in contamination of the site, Contractor shall immediately notify Owner and the appropriate governmental authority and shall take whatever action is necessary, required by law, regulation or order, or desirable to remediate the contamination at Contractor's sole cost and expense. Contractor shall indemnify and hold harmless Owner from any expense, fine, penalty, obligation, action or liability resulting from such contamination and remedial actions.

GC 32 RIGHT-OF-WAY PERMIT; TRAFFIC PLANS. Contractor shall obtain a City of Lake Worth Right-of-Way / Utility permit for required road closures. As part of the requirements of the permit, Contractor shall submit for Owner's review and approval, signed and sealed detailed Maintenance of Traffic (MOT) plans for each phase of the work. During the times Contractor is working in the Project area, Contractor shall utilize flagmen, traffic control devices and variable message boards on a full time basis, where and when needed, to facilitate the movement of traffic along and around the Project. All MOT plans shall be reviewed and approved by Owner prior to implementation of work by Contractor.

GC 33 LABOR

Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested by Owner, remove from the jobsite any personnel of Contractor who is determined by Owner to be unfit or working in violation of any provision of the Contract. Contractor and all subcontractors shall be bound by and comply with all applicable Federal, State and local laws regarding labor. All work performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to Owner.

GC 34 SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will provide to each worker on the job site the proper safety equipment for the duties being performed by the worker and will not permit any worker on the job site who fails or refuses to use the safety equipment. Contractor shall provide and maintain all necessary watchmen, barricades, warning lights, and signs and take all necessary precautions for the protection of all persons involved in the work, the public, and all employees or representatives of Owner. All work and all equipment, machinery, materials and tools shall be in compliance with and conform to all applicable laws, ordinance, rules and regulations, including OSHA.

GC 35 PROGRESS

During construction, Contractor shall keep a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner and Engineer for inspection at any time.

During construction, Contractor shall keep a marked-up and up-to date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions or product selections that are incorporate into the work. These specifications shall be available to Owner and Engineer for inspection at any time.

Contractor shall be required to submit to Owner, on a monthly basis, two (2) copies of 8 1/2"x 11" color photos indicating the progress of the work identifying the dates that the work was performed. Contractor shall

maintain current as-built surveys that indicate the completion of the work by Contractor and its subcontractors available for inspection at the project site.

If at any time Contractor's actual progress is inadequate to meet the completion time requirements of the Contract and this lack of progress is the sole fault of the Contractor, Owner may so notify Contractor who shall thereupon, at its expense, take such steps as may be necessary to improve its progress to meet the approved schedule. If within a reasonable period as determined by Owner, Owner determines that Contractor is not prosecuting its work with such diligence as will assure completion with the times scheduled and Contractor fails to take reasonable actions to timely cure, Owner may declare a default of this Contract.

GC 36 INSPECTION.

Owner, Engineer and their representatives shall at all times have access to the work whenever it is in preparation or progress, and Contractor shall provide proper facilities and personnel to facilitate such access and inspection. If the specifications, the Engineer's instructions, applicable laws, ordinances, or any public regulatory entity require any work to be specially tested or approved, Contractor shall give the Engineer timely notice of its readiness for observation and, if the observation is by another entity other than the Engineer, of the date fixed for such observation. If any work should be covered up prior to any inspection or test by Owner or Engineer, it must, if required by the Engineer, be uncovered for inspection and properly restored at Contractor's expense.

GC 37 TESTING

Unless otherwise provided in the Contract, drawings or specifications, shop testing of material, equipment or work shall be performed by Contractor at its expense and in accordance with the technical specifications. All tests which are called for the in the Specifications and/or Drawings are to be performed by an Independent Testing Laboratory, will be at the Contractor's expense. Should tests in addition to those required by the specifications be desired by Owner, Contractor will be advised in reasonable time to permit such additional testing at Owner's expense, unless additional tests are required due to Contractor's work or materials having failed any initial test. Contractor shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place, including reasonable stoppage of work during testing.

GC 38 SUBSTITUTION.

The naming of a specified product of specific manufacturers for equipment or materials under the various items of specifications or as shown on the plans shall be interpreted as establishing a minimum standard of quality and performance. It shall not be construed as eliminating the selection of other than the named equipment or materials equal to those specified, unless the equipment or materials are specifically designated as not permitting substitution. If Contractor objects to equipment or materials specifically designated as not permitting substitution as not being suitable for the work, Contractor shall promptly notify Engineer in writing, absent which, Contractor shall be deemed to accept the suitability of such equipment or materials for the work. Upon receipt of a timely objection notice, Engineer shall review the objection and render a determination to Contractor of whether a substitute will be permitted.

Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation , maintenance and service, that the appearance, longevity and suitability for the climate are comparable, that by reason of costs savings, reduced construction time or similar demonstrable benefit, the substitution of such item will be in Owner's interest and will in no way detrimentally impact the project schedule. The burden of proof that such an item offered is equal in all respects to that specified shall be Contractor's. Contractor shall submit drawings, samples, data and additional information as may be required by Owner. All requests for substitutions, with supporting information, shall be submitted by and at the expense of Contractor. At least 35 days shall be allowed for Owner's review.

Owner or its Engineer shall make the determination as to the acceptability of any substitution. Approval of a substitution shall not relieve Contractor from the responsibility for compliance with all requirements of Contractor. Contractor shall coordinate the change with all trades and bear the expense for any changes in other parts of the work caused by any substitution.

Contractor may make only two requests for substitution in the same category and Contractor shall be invoiced the expenses incurred by Owner for its design professionals in reviewing additional substitution requests, unless otherwise approved by Owner.

GC 39 CORRECTION OF DEFECTIVE MATERIALS, EQUIPMENT OR WORKMANSHIP

If any material, equipment or workmanship is determined by Owner, either during performance of the work, during final quality inspection or during the warranty period, to be defective or non in compliance with the specifications and the Contract, Owner shall notify Contractor in writing that such material, equipment or work is rejected and Owner reserves the right to withhold payment on any such item. Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same strictly comply with all requirements of the drawings, specifications and contract. If Owner or Engineer deems it inexpedient to correct work that has been damaged or that was not performed in accordance with the drawings, specifications and contract, an equitable deduction from the contract price shall be made for such work.

GC 40 CORRECTION OF WORK.

Contractor shall promptly remove from the premises all materials and equipment condemned by the Engineer as failing to meet contract requirements whether incorporated in the work or not, and Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. Contractor further agrees to correct all work found by Owner to be defective or not in conformance with the drawings and specifications for a period of one year from the final certificate of occupancy for the project (or equivalent) or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the specifications Contractor shall commence final completion of nonconforming work and correction of the work within two (2) days of written notice by Owner and shall diligently perform all such work in compliance with the objective standards commonly found in the construction industry of Palm Beach County, Florida. If the Engineer or Owner deems it inexpedient to correct work that is defective or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

GC 41 OWNER'S RIGHT TO CORRECT OR COMPLETE WORK.

If Contractor should neglect to prosecute the work diligently in accordance with the Contract Documents or fail to correct defective or nonconforming work or fail to perform any provisions of the Contract Documents, Owner may, after three (3) calendar days written notice and opportunity to cure to Contractor, without prejudice to any other remedy Owner may have, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.

GC 42 CHANGES IN WORK.

Owner, without invalidating the Contract Documents may order written additions to or deductions from the work, the Contract price being adjusted accordingly. The Engineer, with the consent of the City, will have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. If Contractor believes that a variation or change justifies a modification in the Contract price, Contractor may submit a request for change order at its expense. If a request for change order is made, Contractor is not authorized to vary the work unless a written Change Order or written Construction Change Directive is issued by the Engineer and executed by Owner. No change order shall be valid unless executed by the authorized signatory of Owner. The Engineer is not authorized to bind Owner to change in contract price or time. Contractor shall notify the Engineer in writing within seven (7) days of any occurrence which, in the opinion of Contractor, entitles it to claim an adjustment of the Contract price or a time extension, absent which notice, Contractor shall have waived such claim. The Engineer will provide a response to Contractor and Owner with respect to a request for change order within a reasonable amount of time after receipt of Contractor's notice and all necessary backup information required by Engineer to formulate a response. For the purposes of this paragraph, a day shall be defined as any business day, Monday through Friday, excluding holidays. The Engineer and Owner may issue an executed change order authorizing any changes in the work, adjustments in the Contract price and extensions of time. Execution of any Change Order by the parties shall constitute a final settlement and release by Contractor of all matters relating to the claim or change in the work which is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract price and the Contract time.

If a change order is not yet approved or cannot be agreed upon, Contractor is authorized, upon issuance of a written Construction Change Directive (CDD) prepared by the Engineer and approved by Owner, to proceed with such change on a time and material basis plus ten percent (10%). Contractor expressly acknowledges that commencing work without a written Change Order or Construction Change Directive executed by Owner in advance of commencement of work waives any claim by Contractor to an adjustment to the Contract Price and the Contract Time.

Upon approval by Engineer and Owner as to any adjustments to the Contract Price and/or Contract Time for changes performed under a CDD, such approval shall be recorded by the preparation of a change order. Contractor shall not seek payment for work performed pursuant to a CDD until it has been converted to a change order.

The Engineer shall have the authority to order minor changes in the work which do not involve adjustment to the Contract Price or Time and which are not inconsistent with the intent of the contract documents.

A bond rider from the Surety shall be submitted to the Owner with each change order that increases the Contract Price.

GC 43 USE OF COMPLETED PORTIONS.

Owner shall have the right to take possession of and use any substantially completed portions of the work. Such use by Owner shall not be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any Contract Documents provisions; provided that Contractor shall not be liable for any repair or maintenance required due to ordinary wear and tear resulting from such use. However, if, in the opinion of Engineer, such use increases the cost or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment under the contract.

GC 44 CLEANING UP.

Upon completion of any portion of the work, Contractor shall remove at his own expense from Owner's property all temporary structures, equipment and surplus materials not required for later stages of work, rubbish, and waste materials resulting from his operations. Contractor shall make its own arrangements, at its own cost, for disposal of rubbish and waste materials. Owner reserves the right to retain any surplus or salvage materials.

GC 45 BASIC REQUIREMENTS PRIOR TO SUBSTANTIAL COMPLETION (where applicable)

The following items shall be completed as a condition precedent to substantial completion and prior to a request by Contractor for inspection for substantial completion. In the event the Contract Documents do not define substantial completion, the following are also conditions for final completion and acceptance:

1. All general construction completed and the project components shall be clean and all systems fully functional.
2. All mechanical and electrical work substantially complete, fixtures in place, connected, cleaned, fully functional and ready for use.
3. All electrical circuits shall be scheduled in panels and all panels and disconnect switches properly labeled.
4. Issuance of all permits and certificates, inspections, and other approvals and releases by governing authorities required for Owner's occupancy and use of the project.
5. Project site shall be cleared of Contractor's excess equipment and/or supplies and material.
6. All sets of operation and maintenance manuals for all equipment shall have been submitted, as referenced in the technical specifications.
7. Manufacturers' certifications and warranties shall be delivered to Owner.
8. All operations and maintenance manuals for all equipment shall be delivered to Owner.
9. All required spare parts, as well as any special devises and tools shall be delivered to Owner.
10. A deductive change order for any uncommitted contingency or allowance funds has been prepared and submitted.
11. All keys and blanks shall have been provided.
12. Punch list of items required to render the construction services complete, satisfactory and acceptable to Owner. If the Contract provides for a multi-phased or multi-structure project, a punch list must be developed for each phase or structure.

Contractor shall arrange a joint site and project inspection(s) with Engineer and Owner for inspection for substantial completion and development of a punch list for the completion of construction services. Said punch list shall be prepared, signed by Contractor and submitted to Owner and Engineer not later than thirty (30) days after the inspection for substantial completion. Owner shall review submitted punch list within fifteen (15) days of receipt and if complete, shall sign punch list and distribute approved copies to Engineer and Contractor. If not complete, Owner shall return punch list to Contractor with a written detail of missing or disputed items. Any dispute over punch list items shall be mediated between Owner and Contractor with Engineer acting as mediator to develop an

agreed punch list signed by Owner, Contractor and Engineer. Agreed punch list items shall be corrected by Contractor prior to any request for final inspection and acceptance. See F.S.218.735.

If substantial completion is not obtained at the inspection called by Contractor, for reasons which are the fault of Contractor, any additional cost to Owner for the Engineer or design professional for any subsequent inspections for the purpose of determining substantial completion shall be the responsibility and expense of Contractor and shall be assessed against the final payment application.

GC 46 FINAL INSPECTION AND ACCEPTANCE

The following items shall be completed as a condition precedent to a request by Contractor for final inspection:

1. Completion of all punch list items recorded from the substantial completion inspection.
2. A complete set of mylar or paper marked-up as-builts with "RECORD" or "AS BUILT" clearly printed on each sheet along with one copy on AutoCAD CD Release 14 or better on State Plane Coordinates. Contractor shall accurately and neatly transfer all deviations from progress as-builts to final as-builts. As-built records shall include drawings signed and sealed by a registered land surveyor certifying the elevation and location of improvements. Certified drawings are to show locations, lines and grade of buried pipe line four (4) inches or larger in diameter and exterior to buildings, and other buried facilities (e.g. valves, tanks, vaults, storm inlets, ducts, etc.) installed or discovered as a result of the work. Certified drawings are to show building corners, sidewalks, paved areas and the location of all above ground structures within the project site. Contractor shall sign each final record drawing and note thereon that the final as-builts are complete and accurate.
3. A complete set of marked-up specifications with "RECORD" or "AS-BUILT" clearly printed on the cover. Contractor shall accurately and neatly transfer all deviations from progress specifications to final as-builts.
4. A signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of the work.
5. A list of each piece of equipment having an individual value of $500 or greater. The list shall include, at a minimum, the name, make and model number, quantity installed, value of equipment.

Contractor shall inform Owner and Engineer in writing that work is ready for final inspection. The Engineer will, within five (5) business days, schedule such inspection with Owner and Contractor. When Engineer finds the work acceptable under the Contract Documents and all contract terms and conditions fully performed, Engineer shall issue a Final Certification to Owner.

GC 47 EXTENSION OF TIME.

The time limit for the completion of the work as described in the Contract Documents is of the essence of this Contract. In the event of a claim of delay in the work, Contractor must request an extension of the contract completion date in writing and must provide the following information to Engineer and Owner within five (5) days of commencement of the delay:

1. Confirmation whether all schedule updates, submittals and other conditions of the Contract have been met;
2. Affirmative representation that the delay is beyond the control of Contractor and subcontractors and due to no direct or indirect fault of Contractor.
3. Nature of the delay.
4. Dates of commencement / and end of delay.
5. Evidence that the delayed work results in a direct delay to the schedule critical path.
6. List of tasks/work affected by the delay.
7. Anticipated extent of delay.
8. Recommended action to minimize delay.
9. Confirmation that Contractor has used all the float time available for the work involved in the delay request.
10. Such other supporting information as requested by Engineer.

Contractor acknowledges that the evaluation of time extensions will be based on the above information.

Time extensions for weather delays will only be considered if all float time is exhausted prior to the weather occurrence.

Owner will not consider a claim for time extension which does not comply with the preceding requirements. Contractor agrees that failure to timely request a time extension constitutes a waiver by Contractor of such claim for time extension.

If Contractor is delayed at any time in the progress of the work by any act or neglect of Owner, or by any employee of Owner or by any separate Contractor employed by Owner or by any changes ordered in the work, by fire, by unusual delay in transportation, by unavoidable casualties or by any causes beyond Contractor's control or by delay authorized by Owner pending resolution of disputes, and Owner has approved a Change Order extending the Contract Time for same, such extension of Contract Time shall extends the Project completion date and Substantial Completion date for such reasonable time as Owner shall determine in the Change Order.

GC 48 NO DAMAGES FOR DELAY; EXCLUSIVE REMEDY.

Contractor expressly agrees that a Change Order for an extension of the Project Completion date and Substantial Completion date constitutes its sole and exclusive remedies for efficiency or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing or passive interference by Owner, Engineer, or agents of either, and Contractor waives claims for any and all damages which it may suffer by reason of such claims, including but not limited to, lost profits, loss or impairment of bonding capacity, destruction of business, overhead, remobilization or demobilization costs, subcontractor delay claims, supervision, extended unabsorbed home office overhead, increase insurance costs, lost profits on alternate or unperformed contracts. Contractor hereby affirms that an extension of time is Contractor's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to Contractor as compensation for damages for any delays in the work, whether such delay be avoidable or unavoidable.

GC 49 PAYMENT PROCEDURE.

GC 49.1 Contractor's invoices shall reference the bid number. Estimates and payment requests must be directed to: **City of Lake Worth – Accounts Payable, 7 North Dixie Highway, Lake Worth, FL 33460.** The Owner will not be responsible for any delay in payment at the City if Contractor submits his estimate and invoice to any other address. Payment will be made in accordance with the Local Government Prompt Payment Act. See F.S. 218.70.

GC 49.2 Required Information. Each payment request shall reference the following information:

1. Bid Number
2. Contract Number
3. Project Number
4. Project Name
5. Owner's representative/ project manager

GC 49.3 Initial Payment. Prior to submittal of its initial payment request, Contractor shall have submitted the following items to the Engineer:

1. List of subcontractors and suppliers
2. Project schedule
3. Schedule of values
4. All current certificates of insurance
5. Designation of Contractor's Project Manager

GC 49.4 Progress Payments. Not more than once each month, Contractor shall prepare and submit a detailed estimate and payment request on a standard AIA form, covering the percentage of the total amount of the work which has been completed from the start of the job up to and including the last day of the preceding month, together with quantity and unit prices of materials and equipment utilized and such supporting evidence as may be required by Owner and/or the Engineer. This estimate shall also include the unit cost of such materials and equipment required in the permanent work as has been delivered to the site and suitably protected but not as yet incorporated in the work. Partial Release(s) of Lien and subcontractor Utilization Report shall be submitted with each payment requisition to verify payment(s) to subcontractors and material suppliers.

GC 49.5 In accordance with the Local Government Prompt Payment Act, until the Project is determined to be 50% complete, Owner shall withhold retainage of ten percent (10%) from each progress payment pay to Contractor based on Contractor's estimate and invoice as approved by the Engineer. It is agreed that the Engineer shall have the right to finally determine the amount currently due to Contractor. See F.S.255.078.

GC 49.6 After the Project is determined to be 50% complete, Owner shall withhold retainage of five percent (5%) from each progress payment pay to Contractor based on Contractor's estimate and invoice as approved by the Engineer. It is agreed that the Engineer shall have the right to finally determine the amount currently due to Contractor. Contractor may present to Owner a payment request for up to one-half of the retainage held by Owner. If Owner has grounds under Florida law to continue to retain all or a portion of the requested retainage, Owner may continue to hold such retainage.

GC 49.7 Final payment may be made to certain select Sub-contractors whose work is satisfactorily completed prior to the total completion of the Project but only upon advance written approval of Owner and Surety.

GC 49.8 If there remain items to be completed, Contractor and Owner shall list those items required for completion and Contractor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately.

GC 49.9 Contractor shall timely pay and not withhold payments to sub-Contractors if such payments have been made to Contractor. Should this occur for any reason, Contractor shall immediately return such monies to Owner, adjusting pay requests and project bookkeeping as required.

GC 49.10 Substantial Completion. Following determination by the Engineer of substantial completion, Contractor shall separately list each item of the punchlist required for final completion and the estimated cost of completing each item. Provided all pre-requisites for substantial completion have been met, Contractor may submit a special payment request along with the cost list for unfinished work. The Owner may retain a sum equal to 150% of the estimated cost of completing the unfinished items.

GC 49.11 Final Payment. In case of disputed indebtedness or liens Contractor may submit in lieu of evidence of payment a surety or public construction bond satisfactory to Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by a surety or bond.

Upon issuance of a Final Certification by Engineer, and completion of all of the following items, Contractor may submit its final invoice.

1. Notarized and corporate sealed Final Release of Liens from all sub-contractors and suppliers.

2. Notarized and corporate sealed Final Release of Liens from Contractor.

3. Consent of surety for final payment.

4. All pre-requisites for substantial completion and final completion have been met.

The making and acceptance of the final payment shall constitute a waiver and release of all claims by Contractor, except those previously made in writing and still unsettled. See F.S.255.077.

GC 49.12 Contingency/ Allowances. If contract or schedule of bid items includes an agreed sum as the construction contingency and/or allowance, such amount is included for the purpose of defraying the expenses due to unforeseen conditions, extra work and circumstances relating to construction, unless otherwise agreed. Contractor shall obtain prior written approval from Owner prior to the expenditure of such funds and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by Owner. Such contingency and allowance accounts are

not for use the by Contractor to cover short falls in Contractor's bid amount. All uncommitted contingency or allowance funds will be returned to Owner at substantial completion via a deductive change order.

GC 49.13 Withheld Payments. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect Owner if:

a. Defective work or material is not remedied.
b. Claims filed or reasonable evidence indicating public filing of claims by Owner or third parties against Contractor.
c. Failure of Contractor to make payments to sub-contractors or for material or labor.
d. Damage to another Contractor.
e. Contractor is in default of any contract condition.
f. Contractor fails to submit information required by this Contract.
g. Contractor consistently fails to perform work in accordance with the Contract Documents.
h. Owner has reasonable doubt that Contract work can be completed within the schedule or for the balance of the Contract price which remains unpaid.
i. Contractors insurance coverage lapsed.
j. Owner has a right to claim liquidated damages.

When the above grounds are removed or Contractor provides a Surety or Performance Bond satisfactory to Owner, which will protect Owner in the amount withheld, payment shall be made for amounts withheld because of them.

GC 49.14 The provisions of the Local Government Prompt Payment Act, F.S. 218.70 et seq., are incorporated by reference herein. The Act provides payment due dates, interest and payment dispute resolution.

GC 50 LIENS & RELEASES OF LIENS.

Neither the final payment nor any part of the retained percentage shall become due until Contractor shall deliver to Owner complete releases of all claims or liens arising out of the Contract Documents, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to Owner, to indemnify Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety or Performance Bond).

Contractor shall use Owner's forms for all releases of liens. All releases are required to have original signatures. All values on lien releases shall be consistent with the subcontracts.

Final releases of liens for subcontractors can be provided in exchange for a check if the Contractor notifies the City at least 5 days in advance. Final release for the Contractor shall meet all requirements in GC 49. Upon completion/receipt of all requirements for final payment by the Contractor, Contractor may exchange the final release for a check upon ten (10) days advance notice to the City.

If any claim or lien remains unsatisfied after all payments are made, Contractor shall refund to Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

GC 51 PUBLIC CONSTRUCTION BOND. (if required)

(a) In accordance with the provisions of F.S. 255.05, Contractor shall provide to Owner, on forms furnished by Owner, a 100% Public Construction Bond ("Bond") in an amount not less than the total Contract Price by a Surety Company acceptable to Owner. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond:

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

(b) To be acceptable to Owner, a Surety Company shall comply with the following provisions:

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

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

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

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

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

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

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

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

GC 52 <u>INSURANCE.</u>

1. Contractor shall during the Contract Term maintain and pay for insurance issued in a company or companies lawfully authorized to do business in Florida with a current AM Best Company rating of A-as to management and VII as to financial size, naming Owner as an Additional Insured, as will protect Owner from contingent liability under this Contract.

2. <u>Coverages</u>.

(a) workers' Compensation Insurance, including Employers Liability, as required by Florida Law, covering all employees. Contractor shall ensure that all sub-contractors comply with this requirement.

(b) Project Specific General Liability Insurance with limits of:

General Liability: $1,000,000 per occurrence/ $2,000,000 annual aggregate.

Projects and Completed Operations: $1,000,000 aggregate

Automobile Liability: with combined single limit of $300,000 per occurrence.

(c) When applicable to the work, property damage coverage shall be inclusive of protection against damage due to excavation, shoring and underpinning and/or coverage for the hazards of explosion, collapse and/or underground property damage.

(d) Including Contractor's Protective coverage for any sub-contractor's operations.

3. The Certificate of Insurance and policy endorsements or riders shall name the Owner as "ADDITIONAL INSURED" with respect to all Liability coverages. Contractor shall provide evidence of continued coverage in the event of renewal or policy termination. Owner may withhold payment to Contractor until evidence of insurance coverage is received.

4. These insurance requirements shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

5. Any other or special insurance requirements will be addressed in the Special Conditions.

6. Contractor shall be entirely responsible for securing Certificates of Insurance coverage as set forth above from all subcontractors who are engaged in the work.

GC 53 INDEMNITY.

Contractor shall indemnify and hold harmless the Owner, its agents, employees and elected officers, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys' fees and costs, to the extent the same are caused by an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, agents or employees of either, while engaged in or about the performance of the work or while in or about the Project site or premises, or arising from accident or any injury not caused by act of Owner, Owner's agents or servants, or any anyone employed by Owner, other than the Contractor, to any contractor or any officer, agent or employee of a subcontractor while engaged in or about the performance of the work, or while in or about the Project site or premises, or arising from liens or claims for services rendered for labor or materials furnished in or for the performance of this Contract. See 725.06 F.S.

GC 54 DISPUTE RESOLUTION.

In the event of any dispute, Contractor shall continue to diligently make progress on all work not directly subject to the dispute. If the dispute regards payment or money, Contractor shall be obligated to proceed with all work without waiving its claims under dispute.

Final Completion. Notwithstanding any other provision, the parties agree that any unresolved dispute regarding the punch list or any other requirement for Final Completion shall be mediated and the Engineer may serve as the mediator.

Waiver of Arbitration. Owner and Contractor agree and expressly waive any and all provisions regarding arbitration, including any and all provisions regarding arbitration as a condition precedent to litigation contained elsewhere in any Contract Documents.

GC 55 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE.

If Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to maintain an established schedule (30 days behind a critical path activity), to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payments to subcontractors or for material, equipment or labor or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise fails to conform to the Contract requirements or abandons or refuses to perform any work, Owner may without prejudice to any other right or remedy, and after giving Contractor and its Surety seven (7) calendar days written notice, terminate the employment of Contractor and take possession of the premises and of all materials, equipment, tools and appliances thereon, and finish the work by whatever method Owner may deem expedient. In such case, Contractor shall not be relieved from any of its obligations under the Contract Documents, and shall not be entitled to receive any further payment until

Contractor cooperates with Owner and complies with all reasonable requests regarding the terminated work, and the work is finished. In no event shall Contractor receive any payment for work finished by Owner. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, this excess shall be paid to Contractor. Reasonable termination expenses incurred by Owner may be deducted from any payments left owing Contractor (excluding monies owed Contractor for subcontract work). If Contractor's surety is directed or agrees to complete the work, then all payments due after termination shall be made to the Surety until the work is finished and the Contract Price has been expended. The Surety shall then be responsible for all of the obligations and duties of Contractor under the Contract Documents and shall be bound by the conditions of the Contract Documents, this Contract and the Bond to fulfill all obligations of the Contract Documents for the Contract price in effect as of termination. The Surety may not assign those obligations without the written consent of Owner. The Surety shall be responsible for the payment of all costs relating to the termination of the employment of Contractor. Contractor and its surety shall be jointly and severally liable for all costs in access of the Contract price for completion of the work and for liquidated damages. If, upon termination for cause it is determined that Contractor was not in default, the rights and obligations of the parties shall be as if the notice of termination has been issued for Owner's convenience.

GC 56 SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE.

Owner may, at any time, without cause, order Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Contractor, but Contractor waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

GC 57 CONTRACTOR OBLIGATIONS UPON TERMINATION.

Upon receipt of written notice from Owner of termination, Contractor shall cease operations as directed by Owner in the notice; take actions necessary, or that Owner may direct, for the protection and preservation of the work; and 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; and turn over all marked up drawings and specifications showing progress to date. Owner may assume and become liable at is sole discretion for obligations, commitments and unsettled contractual claims that Contractor has previously undertaken or incurred in good faith in connection with said Project. Owner shall reimburse Contractor for any unpaid and earned Cost of the Project as of the date of termination, less damages or setoffs applicable under the Contract Documents. Contractor shall, as a condition of receiving the payments referred to herein**,** execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as Owner may require for the purpose of fully vesting in him the rights and benefits of Contractor under such obligations or commitments.

GC 58 REMOVAL OF EQUIPMENT AND MATERIALS.

In the case of termination of this Contract before completion, from any cause whatsoever, Contractor, if notified to do so by Owner, shall promptly remove any part or all of its equipment, materials and supplies from the property of Owner, failing which Owner shall have the right to remove such equipment, materials and supplies at the expense of Contractor.

GC 59 WARRANTY.

Contractor shall warrant that all materials and equipment included in the work will be new except where indicated otherwise in Contract Documents, and that such work will be of good quality, free from improper workmanship and defective materials and in conformance with the Contract Documents. Contractor warrants all equipment, materials and labor furnished against defect in design, materials and workmanship for a period of twelve (12) months from Final Payment, unless longer warranties are provided in the Contract Documents in which case the longer period prevails. Contractor shall collect, assign and deliver to Owner any specific written warranties given by others as required by the Contract Documents. Notwithstanding any provisions in the Contract Documents to the contrary, this express warranty shall commence on the date Owner obtains the final certificate of

occupancy for the Project (or equivalent). Contractor shall conduct, at its expense, with Owner and Engineer, a warranty inspection prior to expiration of the warranty period(s). Upon receipt of Notice from Owner of failure of any part of the guaranteed equipment or materials during the guarantee period, the defective equipment parts or materials shall be replaced promptly with new equipment parts (or new equipment) and materials by Contractor, at no expense to Owner.

GC 60 ROYALTIES AND PATENTS.

Contractor shall pay for all royalties and license fees. Contractor indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, obligations, losses, costs, damages and expenses, including attorney fees in connection with any claims or actions based upon infringement of any patent arising out of the use of any materials or equipment or processes furnished or employed by Contractor under the Contract.

GC 61 VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments or change orders shall be written and executed by both Owner and Contractor.

GC 62 MISCELLANEOUS TERMS.

GC 62.1 Headings. The headings contained in these General Terms and Conditions are provided for convenience only.

GC 62.2 Integration. This Contract constitutes the entire agreement between Contractor and Owner and supersedes all prior verbal and written agreements, understandings, negotiations and discussions between the parties hereto. The Invitation for Bid and its terms and conditions are incorporated herein and made a part of this Contract. No verbal agreement or conversation with any officer, agent or employee of Owner either before or after execution of the Contract shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract.

GC 62.3 Severability. The invalidity, illegality or unenforceability of any provision of the Contract shall not affect the validity, legality or enforceability or any other provision of the Contract and the Contract shall be construed and enforced in all respects as if the invalid, illegal or unenforceable provision is not contained herein.

GC 62.4 Assignment. Contractor shall not assign the Contract as a whole or in part without the written consent of Owner, nor shall Contractor assign any monies due or to become due to him hereunder without the previous written consent of Owner and its surety. Assigning the Contract shall not relieve Contractor or his surety from any contract obligations.

GC 62.5 Specific Waiver. Any waiver issued by Owner of any provision of the Contract Documents shall only be effective if issued in writing by Owner and shall be specific, shall apply only to the particular matter concerned, and shall not apply to other similar or dissimilar matters. Either party's failure to enforce strict performance of any covenant, term, condition, promise, agreement or undertaking set forth in the Contract shall not be construed as a waiver or relinquishment of any other covenant, term, condition, promise, agreement or undertaking set forth herein, or waiver or relinquishment of the same covenant, term, condition, promise, agreement or undertaking at any time in the future.

GC 62.6 Public Entity Crimes. By executing a Contract with Owner, Contractor certifies, in accordance with F.S. 287.133, that Contractor, its affiliates, suppliers, subcontractors and consultants who will perform under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of the Invitation for Bid.

GC 62.7 Compliance with Laws. Contractor shall comply with all applicable City, State and Federal laws relating to the provision of services under this Contract, now or hereafter in effect. Contractor shall comply with all applicable City, State and Federal laws relating to wages, hours, and all other applicable

laws relating to the employment or protection of employees, now or hereafter in effect. It shall not be grounds for a change order that Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the work.

GC 62.8 Small Business Requirements. Contractor shall comply with the City of Lake Worth's Small Business Ordinance set forth in Chapter 66 of the City Code, which is incorporated herein by reference.

GC 62.9 No Solicitation. Contractor has not employed or retained any person employed by Owner to solicit or secure the Contract and it has not offered to pay, paid, or agreed to pay any person employed by Owner any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

GC 62.10 Non-Collusion. Contractor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other bidders or contractors. See F.S. 838.22.

GC 62.11 Equal Employment Opportunity; Non-Discrimination. Contractor will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status, marital status or handicap.

GC 62.12 Apprentices. If Contractor employs apprentices on the project, the behavior of Contractor and Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Contractor will include a provision similar to the foregoing sentence in each subcontract.

GC 62.13 Unauthorized Aliens/Patriot's Act. The knowing employment by Contractor or its subcontractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of the Contract. In the event that the Contractor is notified or becomes aware of such default, the Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the Contract. Contractor shall take all commercially reasonable precautions to ensure that it and its sub-contactors do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act"). Contractor represents it is not a Prohibited Person. Contractor does not: (i) to the knowledge of Contractor, conduct any business, engage in any transaction, or otherwise deal with any Prohibited Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act. "Prohibited Person" means: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (the "Executive Order"); (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom any party, as the case may be, is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering Law, including the Executive Order and the Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/tllsdn.pdf or at any replacement website or other replacement official publication of such list; or (vi) a person or entity who

is affiliated with a person or entity listed above

GC 62.14 Right to Audit. Contractor shall maintain adequate records of the services for at least three (3) years from project occupancy. Owner, during Contractor's business hours and with at least 24 hours prior notice to Contractor, shall have the right to audit Contractor's books and records, at Owner's expense, with regard to the accounts and services provided to or on behalf of Owner hereunder to ensure that all aspects of the Contract are being met. Failure by Contractor to permit such audit shall be cause for termination of this Agreement by Owner.

GC 62.15 Independent Contractor. Contractor represents that it is properly experienced, licensed, equipped and financed to perform the work. Contractor acknowledges and agrees that it is an independent contractor of Owner and is not an employee of Owner and shall maintain control over its employees, subcontractors and work methods. Contractor more specifically acknowledges that it: will not be eligible to participate in any employee benefit maintained by Owner; will not be covered by Owner's workers' compensation insurance; and will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by Owner to Contractor hereunder.

GC 62.16 Availability of Funds. The obligations of the Owner under this Contract are subject to the availability of funds lawfully appropriated for its purpose.

GC 62.17 Litigation. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal. To encourage prompt resolution of any litigation, each party hereby expressly waives its right to a trial by jury in any litigation related to this Contract.

GC 62.18 Governing Law; Venue. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. Owner and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida seated in Palm Beach County. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens.*

GC 62.19 Notices. All written notices and other communications required or provided for under this Contract shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

to Owner:	City of Lake Worth 7 North Dixie Highway Attn.: Public Services Director Lake Worth, Florida 33460
to Contractor:	[to Contractor at the address listed on the first page of this Contract to the attention of the Project Manager]

GC 62.20 Taxes. Contractor shall pay all taxes, duties and assessments imposed by law and applicable to the Contract. Contractor is not entitled to Owner's tax exempt status and shall pay all sales taxes. The Contract price shall include all taxes.

GC 62.21 Public Records. Contractor shall comply with Chapter 119, Florida Statutes, regarding access to public records. Failure of compliance may be cause for termination by Owner.

* * * *

PUBLIC CONSTRUCTION BOND FRONT PAGE

S A M P L E

This is the *front page* of the Public Construction Bond issued in compliance with Florida Statute Sec. 255.05

Bond Number: _____

Owner Name: City of Lake Worth, Florida
7 North Dixie Highway
Lake Worth, Florida 33460

Project Title:

Bid No.

Project Location:

Contractor Name: _____

Contractor's Principal Business Address: _____

_____

_____

Contractor's Telephone Number: _____

Surety Name: _____

This is the *front page* of the Bond.
All other pages are subsequent regardless of the pre-printed numbers.

PUBLIC CONSTRUCTION BOND

S A M P L E

Bond No. _____

BY THIS BOND, we_____
as
Principal, and _____,
a corporation, as Surety, are bound to the **City of Lake Worth, Florida**, herein called Owner, in the sum of
$_____ for
payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____ between Principal and Owner, the contract and all contract documents being made a part of this Bond by reference at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the contract, or whenever the contract has been terminated by default of the Principal, the Surety shall:

a. Complete the contract in accordance with its terms and conditions, or

b. Obtain a bid or bids for submission to the Owner for completing the contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term “balance of the contract price” shall mean the total amount payable by the Owner to the Principal under the contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the contract documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys' fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the contract by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the contract documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or any changes do not affect Surety's obligation under this Bond.

This Bond shall remain in full force and effect through the warranty period provided in the contract documents.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESS:

_____
Corporate Secretary or Witness

_____

(affix corporate seal)

PRINCIPAL:

_____
Firm/Corporate Name

_____
Signature of Authorized Officer

Title: _____

_____
Business Address

_____
City State Zip

SURETY:

_____
Corporate Surety

By:_____
Attorney-in-Fact

_____
Business Address

_____ _____
City State

(affix corporate seal)

(Power of Attorney must be attached)

CITY OF LAKE WORTH

LIENOR'S PAID IN FULL AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Sealed Bid / Project No. _____

Project Name _____

Before me the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____who, after being first and duly sworn, upon oath disposes and says that all lienors contracting directly with or directly employed by them and all bills, ages, fees, claims or other charges in connection with the above stated project incurred by _____ have been paid in full.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____day of _____, 20_____.

Lienor's Name _____
(Company Name) (SEAL)

Signed By _____

Print Name: _____

Title _____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing instrument was acknowledged before me this _____ day of _____,20____,

by_____ and who is ☐ personally

known to me or ☐ produced _____ as identification and who did take an oath.

_____
(Notary Public)

(SEAL)

Commission Number _____

THE CITY OF LAKE WORTH

PARTIAL RELEASE OF LIEN-Subcontractor

The undersigned lienor, in consideration of the partial payment in the amount of $_____ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from _____, 20 ____ through _____, 20___ to:
(Insert date) (Insert date)

_____
Contractor Company Name

On the job of THE CITY OF LAKE WORTH for the construction of:

Sealed Bid/Project No._____

Project Name_____ _____

This release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 20____

Lienor's Name: _____(SEAL)
(company name)
Signed By:_____

Printed Name:_____

Title:_____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this _____ day of _____, 20____, a Notary Public appeared _____ of _____ who acknowledged that he/she executed the above PARTIAL RELEASE OF LIEN on behalf of the Corporation and its free act deed.

_____ _____
Signature of Notary Public Print, Type, or Stamp Name of Notary

Personally Known _____ Produced Identification_____

Type of Identification Produced_____

THE CITY OF LAKE WORTH

PARTIAL RELEASE OF LIEN-Contractor

The undersigned lienor, in consideration of the partial payment in the amount of $_____ hereby waives and releases its lien and right to claim a lien of labor, services or materials furnished from _____, 20 ____ through _____, 20___:
(Insert date) (Insert date)

On the job of THE CITY OF LAKE WORTH for the construction of:

Sealed Bid/Project No._____

Project Name_____ _____

This release does not cover any retention of labor, services, or materials furnished after the date specified.

Dated on _____, 20____

Lienor's Name: _____(SEAL)
(company name)
Signed By:_____

Printed Name:_____

Title:_____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

Sworn to and subscribed before me this _____ day of _____, 20____, a Notary Public appeared _____ of _____ who acknowledged that he/she executed the above PARTIAL RELEASE OF LIEN on behalf of the Corporation and its free act deed.

_____ _____
Signature of Notary Public Print, Type, or Stamp Name of Notary

Personally Known _____ Produced Identification_____

Type of Identification Produced_____

THE CITY OF LAKE WORTH

FINAL RELEASE OF LIEN- Subcontractor

KNOW ALL MEN BY THESE PRESENTS, that

_____

(subcontractor company name)

for and in consideration of

_____Dollars ($ _____)

(total amount of contract)

paid to me/us by _____, the contractor for the City of Lake Worth, Florida, on the project listed below, receipt of which is hereby acknowledged, do hereby release and waive all liens, lien rights, claims or demands for labor, services or materials of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

_____ _____

(project name) *(project number)*

_____

(property address)

or in otherwise improving said property.

The undersigned acknowledges that, under Florida law, the contractor, owner and other parties have a right to rely upon this waiver and release and that making any false statements shall constitute perjury and punishment can be made in accordance with the provisions of the law.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day

of _____, 20____.

_____

(subcontractor company name)

By _____

WITNESS:

Print Name: _____

_____ Title_____

STATE OF FLORIDA }
COUNTY OF PALM BEACH } SS:

The foregoing Release was acknowledged before me this_____ day of _____, 200____ by _____, who is ☐ personally known to me or ☐ produced _____ as identification and who did not take an oath.

_____

(Seal) Notary Public

Commission Number _____

THE CITY OF LAKE WORTH

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that

_____

(contractor company name)

for and in consideration of

_____Dollars ($ _____)

(total amount of contract)

paid to me/us by the City of Lake Worth, Florida, receipt of which is hereby acknowledged, do hereby release and quit claim to the City of Lake Worth, Florida, the Owner, its successors or assigns, all liens, lien rights, claims or demands of any kind whatsoever which I/we now have or might have against the property, building, and/or for any incidental expense for the construction of

_____ _____

(project name) *(project number)*

_____

(property address)

thereon or in otherwise improving said property.

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day

of _____, 20___.

_____(SEAL)

(*contractor company name)*

By: _____

(name)

Title:_____

STATE OF FLORIDA }

COUNTY OF PALM BEACH } SS:

_____ personally appeared before me this _____ day of _____, 20__, and acknowledged before me that he/she executed the foregoing Partial Release of Lien. I relied upon the following form of identification:

_____ personally known to me;

_____ produced drivers license _____

_____ other (describe) _____

_____

Notary Public

[Seal:]

City of Lake Worth

BID TABULATION - Term Contract for the Purchase and Delivery of Unleaded and Diesel

IFB PS-FL-13-14-112

OPENED: MAY 13, 2014 at 2:00 PM

RKA PETROLEUM

Item #	COMMODITY DESCRIPTION	DELIVERY DAYS ARO	SPECIFY BRAND	SPECIFY REFINERY	*DAILY OPIS 10:00 AM PRICE	UNIT PRICE QUOTES** SPECIFY EITHER (+) MARKUP OR (-) DISCOUNT METERED DELIVERIES
1	Regular Unleaded 87.0 Tankwagon (under 5,000 gallons)		UNBRANDED	VALERO	$0.00	**(+) $.2132 or** **(-) $_____**
2	Regular Unleaded 87.0 Tankwagon (over 5,000 gallons)		UNBRANDED	VALERO	$0.00	**(+) $.0104 or** **(-) $_____**
3	MedGrade Unleaded 89.0 Tankwagon (under 5,000 gallons)		UNBRANDED	VALERO	$0.00	**(+) $.2090 or** **(-) $_____**
4	MedGrade Unleaded 89.0 Tankwagon (over 5,000 gallons)		UNBRANDED	VALERO	$0.00	**(+) $.0061 or** **(-) $_____**
5	Diesel #2, Low Sulfur Tankwagon (under 5,000 gallons)		UNBRANDED	VALERO	$0.00	**(+) $.2106 or** **(-) $_____**
6	Diesel #2, Low Sulfur Tankwagon (over 5,000 gallons)		UNBRANDED	VALERO	$0.00	**(+) $.0094 or** **(-) $_____**
7	Diesel #2, High Sulfur Tankwagon (under 5,000 gallons)				$0.00	**(+) $ NO BID or** (-) $_____

***OPIS prices as of May 13, 2014, and are being used for bid evaluation purposes only.**

****Bidder shall calculate all markup or discount amounts to the fourth decimal.**

Signed (B2)	YES
Substitution (B4) - How many?	NONE
Subcontractors (B5) - How many?	NONE
Required Forms (B6, B7, B8, B9, B10)	YES
Addendum No. 1	YES
All Required Licenses Attached	TBD

PALMDALE OIL COMPANY, INC.

Item #	COMMODITY DESCRIPTION	DELIVERY DAYS ARO	SPECIFY BRAND	SPECIFY REFINERY	*DAILY OPIS 10:00 AM PRICE	UNIT PRICE QUOTES** SPECIFY EITHER (+) MARKUP OR (-) DISCOUNT METERED DELIVERIES
1	Regular Unleaded 87.0 Tankwagon (under 5,000 gallons)	1	MARATHON	MARATHON	$2.79	**(+) $.0660 or** **(-) $_____**
2	Regular Unleaded 87.0 Tankwagon (over 5,000 gallons)	1	MARATHON	MARATHON	$2.79	**(+) $.0260 or** **(-) $_____**
3	MedGrade Unleaded 89.0 Tankwagon (under 5,000 gallons)	1	MARATHON	MARATHON	$2.93	**(+) $.0660 or** **(-) $_____**
4	MedGrade Unleaded 89.0 Tankwagon (over 5,000 gallons)	1	MARATHON	MARATHON	$2.93	**(+) $.0260 or** **(-) $_____**
5	Diesel #2, Low Sulfur Tankwagon (under 5,000 gallons)	1	MARATHON	MARATHON	$3.10	**(+) $.0660 or** **(-) $_____**
6	Diesel #2, Low Sulfur Tankwagon (over 5,000 gallons)	1	MARATHON	MARATHON	$3.10	**(+) $.0260 or** **(-) $_____**
7	Diesel #2, High Sulfur Tankwagon (under 5,000 gallons)	1	MARATHON	MARATHON	$3.10	**(+) $.0660 or** **(-) $_____**

***OPIS prices as of May 13, 2014, and are being used for bid evaluation purposes only.**

****Bidder shall calculate all markup or discount amounts to the fourth decimal.**

	YES
	NONE
	NONE
	YES
	YES
	TBD

BV OIL COMPANY, INC.

Item #	COMMODITY DESCRIPTION	DELIVERY DAYS ARO	SPECIFY BRAND	SPECIFY REFINERY	*DAILY OPIS 10:00 AM PRICE	UNIT PRICE QUOTES** SPECIFY EITHER (+) MARKUP OR (-) DISCOUNT METERED DELIVERIES
1	Regular Unleaded 87.0 Tankwagon (under 5,000 gallons)	1	MARATHON GLOBAL	MARATHON GARYVILLE, LA CITGO LAKE CHARLES, LA	$0.00	**(+) $0.1500 or** **(-) $_____**
2	Regular Unleaded 87.0 Tankwagon (over 5,000 gallons)	1	MARATHON GLOBAL	MARATHON GARYVILLE, LA CITGO LAKE CHARLES, LA	$0.00	**(+) $0.080 or** **(-) $_____**
3	MedGrade Unleaded 89.0 Tankwagon (under 5,000 gallons)	1	MARATHON GLOBAL	MARATHON GARYVILLE, LA CITGO LAKE CHARLES, LA	$0.00	**(+) $0.1500 or** **(-) $_____**
4	MedGrade Unleaded 89.0 Tankwagon (over 5,000 gallons)	1	MARATHON GLOBAL	MARATHON GARYVILLE, LA CITGO LAKE CHARLES, LA	$0.00	**(+) $0.0800 or** **(-) $_____**
5	Diesel #2, Low Sulfur Tankwagon (under 5,000 gallons)	1	MARATHON GLOBAL CHEVRON PASCAGOULA	MARATHON GARYVILLE, LA CITGO LAKE CHARLES, LA CHEVRON PASCAGOULA	$0.00	**(+) $0.1000 or** **(-) $_____**
6	Diesel #2, Low Sulfur Tankwagon (over 5,000 gallons)	1	CHEVRON PASCAGOULA	CHEVRON PASCAGOULA	$0.00	**(+) $0.0700 or** **(-) $_____**
7	Diesel #2, High Sulfur Tankwagon (under 5,000 gallons)	1	CHEVRON PASCAGOULA	CHEVRON PASCAGOULA	$0.00	**(+) $0.1000 or** **(-) $_____**

***OPIS prices as of May 13, 2014, and are being used for bid evaluation purposes only.**

****Bidder shall calculate all markup or discount amounts to the fourth decimal.**

	YES
	NONE
	NONE
	YES
	NONE
	TBD

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Water Utilities

---

EXECUTIVE BRIEF

TITLE:
Purchase Order with D S Eakins Construction Corp. to replace a collapsed sewer

SUMMARY:

The Purchase Order authorized an emergency purchase to replace a collapsed sewer line in the alley between North A and B Streets from 10th Avenue North to 11th Avenue North.

BACKGROUND AND JUSTIFICATION:
The City Commission approved an agreement with D S Eakins Construction Corp. on November 5, 2013, for Crews with Equipment for Specialized Underground Utility Repairs. The Water Utilities Department has previously identified the subject 400 foot section of gravity sewer to be replaced, due to its age, poor condition, previous break, and difficult access. The project was bid in 2014, but the bid was rejected due to high cost.

The Department responded to a customer's complaint on July 12, 2014, and discovered that the concrete gravity sewer line was collapsed in multiple locations. This line was installed in the 1940s and is approximately eight feet deep in places. The sewer is adjacent to electric distribution poles and is under both water and natural gas lines. Due to the difficult access and depth of the line, a specialized construction company is required for the work, which includes replacement of the potable water line as well as the sewer line, to provide access for construction.

An emergency purchase order, PO 169095, approved by the Department Director and City Manager, was issued for the quoted price of $112,986, on June 18, 2014, to replace the sewer and restore permanent sewer service to the residents. Approval of the purchase order by the Commission is needed because it exceeds $25,000.

MOTION:
I move to approve/disapprove a Purchase Order with D S Eakins to replace a collapsed sewer line for $112,986.

ATTACHMENT(S):
Fiscal Impact Analysis
2013 Agreement
Proposal from D S Eakins
Purchase Order

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	$112,986	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	$112,986	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:

Water Utilities /Water Distribution							
Account Number	Account Description	Project #	FY 2014 Proposed Budget	FY2014 Amended Budget	Current Balance	Agenda Item Expenditures	Remaining Balance
403-7231-535-63-15	LS Capital Infrastructure			$1,343,733	$1,110,000	-$112,986	$997,014

Budgeted amount of $125,000 for Project 1407 will be used in account 403-7231-535-6315.

C. Department Fiscal Review:
Larry Johnson
Clyde Johnson
Doug Wood
Michael Bornstein

AGREEMENT FOR CREWS WITH EQUIPMENT (RENTAL OF)
(Palm Beach County Piggy-Back)

THIS AGREEMENT ("Agreement" hereafter) is made as of the _____ day of _____, 2013, 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 D.S. EAKINS CONST. CORP., P.O. Box 530185, Lake Park, FL, a corporation authorized to do business in the State of Florida ("CONTRACTOR" hereafter).

RECITALS

WHEREAS, the CITY's utilities and public services departments are in need of crews with equipment to assist the City with emergency repairs; and,

WHEREAS, on or about September 1, 2011, Palm Beach County awarded solicitation #11-073/GC to the CONTRACTOR for crews with equipment for county-wide repairs based on unit prices submitted by the CONTRACTOR ("Palm Beach County Contract" hereafter); and,

WHEREAS, the term of the Palm Beach County Contract has been extended to August 31, 2014; and,

WHEREAS, the CITY has requested and the CONTRACTOR has agreed to extend the terms and conditions of the Palm Beach County Contract to the CITY for its emergency repair needs; and,

WHEREAS, the CITY has reviewed the unit prices from the Palm Beach County Contract and determined that the unit prices are competitive and will result in the best value to the CITY.

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. Palm Beach County Contract. The Palm Beach County Contract is hereby incorporated by reference into and expressly made a part of this Agreement as if set forth at length herein. The term of this Agreement shall be consistent with the term of the Palm Beach County Contract and shall expire on August 31, 2014 (unless further extended by Palm Beach County). The following requirements of the Palm Beach County Contract are waived:

a. Permits (if applicable) will be as required by the CITY but permit fees will be waived or a direct pass through cost paid by the CITY; and,
b. The SBE goals, forms and payment requirements are waived.

3. Purchase Orders. The CITY's ordering mechanism for all services provided and performed under this Agreement shall be a CITY issued Purchase Order; however, the contractual terms and conditions stated in the CITY issued Purchase Order shall not apply. CONTRACTOR shall not perform any services under this Agreement without a CITY issued Purchase Order specifically for this purpose and including the statement of work. CONTRACTOR shall not perform work which is outside the scope of work provided in the Purchase Order and the CONTRACTOR shall not exceed the expressed amounts stated in the Purchase Order to be paid for CONTRACTOR's services. For each issued Purchase Order, the CONTRACTOR shall provide the CITY with a certificate of compliance with the Trench Safety Act (if applicable). The term of each Purchase Order shall be stated therein. The pricing in each Purchase Order shall be consistent with the pricing set forth in the Palm Beach County Contract. Each issued Purchase Order shall be incorporated into this Agreement and made a part hereof.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

a. CITY issued Purchase Orders;
b. This Agreement; and,
c. The Palm Beach County Contract.

5. Compensation to CONTRACTOR. Payments by the CITY to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in the applicabe CITY issued Purchase Order. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed 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. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Warranty/Guaranty. Unless a longer period is stated in the Palm Beach County Contract, CONTRACTOR warrants that its services provided under this Agreement will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

7. Miscellaneous Provisions.

A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this 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.

B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, 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.

C. 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.

D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement.

E. The CITY and the CONTRACTOR agree that this Agreement (and the other documents described herein) 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. 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.

F. **PUBLIC RECORDS:** Effective July 1, 2013, pursuant to section 119.0701, Florida Statutes, the CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

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.

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.

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.

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

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Crews with Equipment (Rental of) 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: D.S. EAKINS CONST. CORP.

By: _____

[Corporate Seal]

Print Name: Douglas S. Eakins

Title: President

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 23rd day of October, 2013 by Douglas S Eakins, as President (title), of D.S. EAKINS CONST. CORP., 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

MARIAN PERKINS
MY COMMISSION # EE159745
EXPIRES January 12, 2016
(407) 398-0153 FloridaNotaryService.com

D.S. EAKINS
CONSTRUCTION CORPORATION

HOURLY PROPOSAL

To: City of Lake Worth
Attn: Judith Love
Phone: 561-586-1719
Email: jlove@lakeworth.org

Date: 6/16/2014
Quote Num: 14-7002
Page: 1 of 2

Job Location: Alley between N. "A" St. & N. "B" St. from 10th Ave. N. to 11th Ave. N. Lake Worth, FL.
Job Description: Excavate, Replace 400 LF of 8" Gravity Sewer, Tie Into Existing Services, and Backfill, Clean up, and prep for Sod or Rock

Dear Madam,
The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon The Palm Beach County Contract #11-073/GC.

Item #	Description	Quantity		Unit Price	Price
	Labor & Equipment				
1	Pipe Crew	310.0 Hours	@	$285.00 Per Hour	$88,350.00
5	Tri-Axle Dump Truck	50.0 Hours	@	$70.00 Per Hour	$3,500.00
				Sub Total =	**$91,850.00**
	Materials				
	MOT (Allowance)				$2,000.00
	Sewer Pipe & Fittings (Allowance, See Attached Quote)				$4,750.00
	Temp. Water Pipe & Fittings (Allowance, See Attached Quote)				$4,000.00
	New 4" Water Pipe & Fittings (Allowance, See Attached Quote)				$4,750.00
	Cement, Sand & Hydro	1.0 LS	@	$250.00 Each	$250.00
	1/2 Minus Crushed Concrete Base	72.0 CY	@	$13.00 Per CY	$936.00
	Concrete Curbing & Sidewalk (Allowance)				$2,750.00
	Densities (Allowance)				$1,500.00
	Cement for Valve Boxes				$200.00
				Sub Total =	**$21,136.00**

*** All Sub Contractors and Materials will be billed at cost per contract.**

Respectfully,

Total Estimate = $112,986.00

D. Steven Eakins
Vice President
D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403PHONE: (561) 842-0010
FAX: (561) 842-0009

D.S. EAKINS
CONSTRUCTION CORPORATION

HOURLY PROPOSAL

To: City of Lake Worth
Attn: Judith Love
Phone: 561-586-1719
Email: jlove@lakeworth.org

Date: 6/16/2014
Quote Num: 14-7002
Page: 2 of 2

Job Location: Alley between N. "A" St. & N. "B" St. from 10th Ave. N. to 11th Ave. N. Lake Worth, FL.
Job Description: Excavate, Replace 400 LF of 8" Gravity Sewer, Tie Into Existing Services, and Backfill, Clean up, and prep for Sod or Rock

Project Schedule

Task Name	Duration
14-7002 CLW - Alley Gravity Sewer Replacement	**22 days**
Mobilize, Pot Hole Existing Utilities, & Remove Pavers	1 day
Clear ROW, Establish Grades & Line	2 days
Cut in Tee w/ Valves on North End	0.5 days
Install 2" Polly line & Stub Services Out	1.5 days
Connect 1" Lines to Existing Meters (After Testing & Bac-T)	1 day
Remove Temp. Piping	1 day
Lay 400 LF of 8" Gravity Sewer	12 days
Tie in 8 existing houses	4 days
Excavate & Install 400 LF of 4" C-900	5 days
Install 8 - 1" Services	1 days
Connect Services to Meters	1 day
Finish Grade & Install Cleanouts	2 days
Clean up & Demobilize	1 day

*** Does Not Include: Permits/Permit Fees, Asbuilts, Removal/Replacement of Unsuitable Materials, Relocation of Existing Utilities, Water Meter/Usage or Milling/Overlay.**

*** City responsible for Sod, Fencing, Landscaping, Irrigation or Materials to Restore Alley to desired standard or existing condition.**

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403PHONE: (561) 842-0010
FAX: (561) 842-0009

FERGUSON ENTERPRISES, INC.

FEI - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Deliver To: brad.bamman@ferguson.com
From: Brad Bamman
Comments:

13:27:21 JUN 13 2014

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone : 561-844-3222
Fax : 561-848-7001

Bid No.....: B252261
Bid Date....: 06/13/14
Quoted By.: BMB

Cust 561-842-0001
Terms.....: NET 10TH PROX

Customer: DS EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK, FL 33403

Ship To: DS EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK, FL 33403

Cust PO#...: WBP

Job Name: CLW ALLEY SEWER

Item	Description	Quantity	Net Price	UM	Total
	**********				
	CLW ALLEY SEWER REPLACE-				
	MENT				
	CITY OF WEST PALM BEACH				
	**********				

	PIPE-				
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	406	4.600	FT	1867.60
SDR26HWSPU14	6X14 SDR26 HW PVC GJ SWR PIPE	112	2.600	FT	291.20
SDR26HWSPP14	4X14 SDR26 HW PVC GJ SWR PIPE	56	1.220	FT	68.32
	SUBTOTAL				2227.12

F105644SR	4 CI PVC X 4 CI PVC COUP SHEER RNG	8	15.000	EA	120.00
H265708	8 PVC SDR26 GXG M/HOLE ADPT	1	45.400	EA	45.40
	SUBTOTAL				165.40

MUL067248	8X6 PVC HW SWR GXGXG WYE	8	48.900	EA	391.20
MUL067206	6 PVC HW SWR GXGXG WYE	8	42.300	EA	338.40
MUL067376	6 PVC HW SWR GXS 45 ELL	16	15.200	EA	243.20
MUL063506	6 PVC SWR GXG 45 BEND	8	11.600	EA	92.80
MUL063939	6X4 PVC SWR SXG BUSH	8	10.000	EA	80.00
MUL040952	6 PVC SWR HUB FEM CO ADPT	8	13.000	EA	104.00
MUL040958	6 PVC SWR REC THRD CO PLUG	8	10.000	EA	80.00
	SUBTOTAL				1329.60

	MISC ITEMS NOT ON LIST				
	THAT MAY BE NEEDED:				

FERGUSON ENTERPRISES, INC.®

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone : 561-844-3222
Fax : 561-848-7001

13:27:21 JUN 13 2014

Reference No: B252261

Item	Description	Quantity	Net Price	UM	Total
PDTSU	6X1000 DET TAPE - SWR	1	65.000	EA	65.00
U7610FC	R&C S HANDHOLE	8	60.000	EA	480.00
	SUBTOTAL				545.00

Net Total:	$4267.12
Tax:	$256.02
Freight:	$0.00
Total:	$4523.14

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

FERGUSON ENTERPRISES, INC.®

FEI - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Deliver To: john.argenziano@ferguson.com
From: John Argenziano
Comments:

12:25:00 JUN 16 2014

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone : 561-844-3222
Fax : 561-848-7001

Bid No.....: B252333
Bid Date....: 06/16/14
Quoted By.: BMB

Cust 561-842-0001
Terms.....: NET 10TH PROX

Customer: DS EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK, FL 33403

Ship To: DS EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK, FL 33403

Cust PO#...: LAKE WORTH

Job Name: NEW WATERMAIN

Item	Description	Quantity	Net Price	UM	Total
	**********				
	CITY OF LAKE WORTH NEW				
	WATER MAIN				
	**********				
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	400	2.400	FT	960.00
PDTWU	6X1000 DET TAPE - WTR	1	60.000	EA	60.00
	RESTRAINTS AS REQ-				
FUFR1390C4I	4 UFR1390-C-I RESTRAINER	1	36.000	EA	36.00
	SUBTOTAL				1056.00

	MJ FITTINGS-				
MJ4LAP	4 MJ C153 45 BEND L/A	4	39.500	EA	158.00
E2004PVIAP	4 MEGALUG F/PVC W/ IMJBGPP	8	35.000	EA	280.00
	SUBTOTAL				438.00

	GATE VALVES-				
AFC2504MMLAOL	4 MJ RW DI OL GATE VLV L/A	2	340.000	EA	680.00
E2004PVIAP	4 MEGALUG F/PVC W/ IMJBGPP	4	35.000	EA	140.00
D461SW	2PC SC CI VLV BX 18-24 WTR W/ W LID	2	100.000	EA	200.00
BVTM	3 BRS VLV ID TAG	2	17.000	EA	34.00
	SUBTOTAL				1054.00

	WATER SERVICES (QTY 8)-				
J4020545X09CC	4X1 CC DBL STRP SDL 4.74-5.45	8	33.100	EA	264.80
FFB10004NL	LF 1 CC X CTS PJ BALL CORP	8	63.480	EA	507.84
FBA43342WNL	LF 1 CTS COMP X 3/4 MTR ANG BV	8	75.700	EA	605.60

FERGUSON ENTERPRISES, INC.®

FEI - RIVIERA BEACH WW #1208
3697 INTERSTATE PARK RD S
RIVIERA BEACH, FL 33404

Deliver To: brad.bamman@ferguson.com
From: Brad Bamman
Comments:

09:55:02 JUN 16 2014

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone : 561-844-3222
Fax : 561-848-7001

Bid No.....: B252332
Bid Date....: 06/16/14
Quoted By.: BMB

Cust 561-842-0001
Terms.....: NET 10TH PROX

Customer: DS EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK, FL 33403

Ship To: DS EAKINS CONSTRUCTION CORP
PO BOX 530185
LAKE PARK, FL 33403

Cust PO#...: LAKE WORTH

Job Name: TEMPORARY WATERMAIN

Item	Description	Quantity	Net Price	UM	Total
	**********				
	CITY OF LAKE WORTH TEMP				
	WATER MAIN				
	**********				

PEC9BG100	1X100 CTS SDR9 HDPE PIPE BLUE 200#	200	40.000	C	80.00
PEC9BK100	2X100 CTS SDR9 HDPE PIPE BLUE 200#	400	150.000	C	600.00
	SUBTOTAL				680.00

FT444774AWTNL	LF 2X1 T444-774-AWT-NL SERV TEE	8	132.100	EA	1056.80
FB43444WNL	LF 1 CTS COMP X MTR STRT BV LW	8	89.500	EA	716.00
FA34NL	LF 3/4X1 MTR ADPT PR	8	20.300	EA	162.40
FC4477NL	LF 2 CTS X CTS COMP COUP	5	100.400	EA	502.00

FINSERT55	2 CTS PET INS STFNR	26	2.300	EA	59.80
FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	16	1.700	EA	27.20
	SUBTOTAL				2524.20

Net Total:	$3204.20
Tax:	$192.25
Freight:	$0.00
Total:	$3396.45

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html.
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

FERGUSON ENTERPRISES, INC.®

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone : 561-844-3222
Fax : 561-848-7001

12:25:00 JUN 16 2014

Reference No: B252333

Item	Description	Quantity	Net Price	UM	Total
PEC9BG100	1X100 CTS SDR9 HDPE PIPE BLUE 200#	200	40.000	C	80.00
FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	16	1.700	EA	27.20
	SUBTOTAL				1485.44

	MISC -				
MJTPPK	4X2 MJ C153 TAP PLUG	1	40.800	EA	40.80
IMJBGPP	4 MJ C153 BOLT GSKT PK L/ GLAND	1	12.000	EA	12.00

FC8477NL	LF 2 MIP X CTS PJ COUP	1	70.700	EA	70.70
FC4477NL	LF 2 CTS X CTS COMP COUP	1	100.400	EA	100.40
	SUBTOTAL				223.90

Net Total:	$4257.34
Tax:	$255.44
Freight:	$0.00
Total:	$4512.78

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

BLANKET ORDER

City of Lake Worth
Purchasing Division
7 North Dixie Hwy
Lake Worth, FL 33460-3725

PURCHASE ORDER NO. 169095

DATE: 6/18/2014

VENDOR PHONE: (561)842-0010
VENDOR FAX: (561)842-0009
VENDOR #: 833
VENDOR ADDRESS: D.S. EAKINS CONSTRUCTION CORP.
PO BOX 530185
LAKE PARK, FL 33403

SHIP TO: WATER/SEWER CIP AREA
1900 2ND AVENUE NORTH
LAKE WORTH, FL 33461

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/31/2014			CINDI FRICK
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
DESTINATION	See Summary Page		HIRUT DARGE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

BLANKET FOR EMERGENCY REPAIR 10TH & 11TH AVE N.
Effective date: 06/17/2014
Expiration date: 10/31/2014
Not to exceed: 112,986.00

9999

EMERGENCY REPAIR SANITARY SEWER 10TH &
11TH
City contact Mary Pape 561-586-1710

TOTAL PURCHASE AMOUNT	$0.00

Send Original and One Copy of Invoice to:
ACCOUNTS PAYABLE
CITY OF LAKE WORTH
7 N DIXIE HWY
LAKE WORTH, FL 33460-3725

AUTHORIZED SIGNATURE:

Sales and Tax Exempt
Certificate Number 85-8012621617C-7

BLANKET ORDER

City of Lake Worth
Purchasing Division
7 North Dixie Hwy
Lake Worth, FL 33460-3725

PURCHASE ORDER NO. 169095

DATE: 6/18/2014

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DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/31/2014			CINDI FRICK
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
DESTINATION	See Summary Page		HIRUT DARGE

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
40372315356315	LS1407	112,986.00

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Water Utility Department

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EXECUTIVE BRIEF

TITLE: Purchase Agreement with Atlantic Machinery, Inc. to replace a TV camera truck to be used by the Water Utility Department

SUMMARY:

The Purchase Agreement authorizes the purchase of one vehicle for use by the Sewer Collection Department at a cost of $200,000.

BACKGROUND AND JUSTIFICATION:

The Sewer Collection section of the Water Utility Department currently has one vehicle scheduled for replacement in Fiscal Year 2014. Due to its age, condition, and safety concerns, Truck # 143 which is a 2006 Ford E 450 TV Inspection Truck is being replaced.

This vehicle is currently being used by the Sewer Collection section. It is past its useful life and has become too costly to maintain. The vehicle is equipped with Cobra Technologies T.V. inspection equipment from Smyrna, GA, which has become unreliable and costly to repair. Therefore, this vehicle will be replaced with a 2014 Ford F-550 Diesel Cab Chassis with 14' Cargo Box and QCUES T.V. inspection equipment. This vehicle was quoted by Atlantic Machinery, Inc. and they won the bid award on the National Joint Powers Alliance contract # 022014-AMI. Direct co-op purchases from the NJPA is authorized under the City's procurement code.

MOTION:

I move to approve/disapprove a Purchase Agreement with Atlantic Machinery, Inc. under a cooperative purchase use of the National Joint Powers Alliance contract.

ATTACHMENT(S):

Fiscal Impact Analysis
Atlantic Machinery, Inc. Proposal
NJPA Comment and Review
Score Rating
Ford Warranty
Options

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	200,000	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	200,000	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:

Funds transferred from 403-7221-535-46-99 into the Garage Fund – 530-9010-549-6430 for Flatbed truck in the amount of $200,000 will be used to purchase this TV camera truck.

Utilities
Water/Sewer

Account Number	Account Description	FY2014 Budget	Project #	Pre Exp; Balance	Expenditure for this item	Post Exp; Balance
530-9010-549-64-30	Machinery & Equipment / Vehicles	275,000	LS1405	275,000	-$200,000	75,000

C. Department Fiscal Review:

L. Johnson
C. Johnson
D. Wood
M. Bornstein

ATLANTIC MACHINERY INC.
Sewer and Street Equipment Specialists

DATE OF QUOTE
June 24, 2014

CUES TV INSPECTION VEHICLE

NJPA CONTRACT NUMBER: 022014-AMI

CITY OF LAKE WORTH
1900 2ND AVENUE NORTH
LAKE WORTH, FL 33461

NJPA SPECIFICATION	PRICE
CUES TV INSPECTION TRUCK SYSTEM PACKAGE (SEE ATTACHED COMPONENT LIST FOR FULL PRODUCT DESCRIPTIONS)	$153,900.00
FORD F-550 DIESEL CHASSIS IN LIEU OF STANDARD CHASSIS IN BASE PRICE	$18,111.00
REEL MOUNTED CRANE	$4,015.00
TRANSPORTER/CAMERA LOCKABLE STORAGE COMPARTMENT	$1,390.00
SIDE BY SIDE KICKPLATE STORAGE DRAWERS	$750.00
TRAFFIC DIRECTOR LED	$1,181.00
HEAT STRIP	$430.00
CABINET WITH WASHDOWN SYSTEM	$2,900.00
5 DRAWER TOOL CHEST	$750.00
BACK-UP CAMERA SYSTEM FOR CHASSIS	$940.00
24” MONITOR MOUNTED IN BULKHEAD WALL	$1,600.00
6” – 15” PIPE SPACER KIT	$1,793.00
8” RUBBER WHEEL KIT	$1,064.00
10” – 15” RUBBER WHEEL KIT	$1,124.00
8” STEEL WHEEL KIT	$1,550.00
AUTO PAYOUT UPGRADE FOR MAINLINE REEL	$2,900.00
GRANITE XP LITE SOFTWARE SYSTEM WITH RACK MOUNT COMPUTER	$9,900.00
ENHANCED SOFTWARE SUPPORT FOR GRANITE XP LITE SOFTWARE	$650.00
GRANITE XP ENGINEERING EDITION	$695.00
TOTAL NJPA PRICE	$205,643.00
ADDITIONAL DISCOUNT FROM CONTRACT PRICING	*-$7,497.00*
GRAND TOTAL	$198,146.00

Delivery Terms: 90 – 120 Days ARO
NJPA Contract: 022014-AMI

Contractor: Atlantic Machinery, Inc.
2628 Garfield Avenue
Silver Spring, MD 20910
301-585-0800

Contact: MJ Dubois
mjdubois@atlanticmachineryinc.com

Specifications For: Lake Worth, FL

Lake Worth, FL-F550 CCTV EVO2 3-26-14

1 FORD F-550 DIESEL CAB CHASSIS 189" WB 2X4 CHASSIS
- 1 6.7L OHV 32-Valve V8 Power Stroke Diesel Engine Including:
  - 1 200 Amp HD Alternator
- 1 Torqshift 6-Speed Selectshift Automatic Transmission with OD including:
  - 1 Tow / Haul Mode
- 1 4.10 Axle Ratio
- 1 19,500 lb. GVWR
- 1 189" Wheel Base
- 1 HD Vinyl 40 / 20 / 40 Split Bench Seat with:
  - 1 Center Armrest
  - 1 Cupholder
  - 1 Storage Area
- 1 12-Volt Light in Cab Area
- 1 Cab Air Conditioner
- 1 AM / FM Radio

1 14' CARGO BOX FOR CUSTOMER SUPPLIED CHASSIS
- 1 .040 Aluminum Pre-Painted White Side Sheets
- 1 LED Light Package Includes Body Clearance and Stop / Tail / Turn
- 1 Full Width Barn Doors with CAM (Pipe) Locks on Each Door
- 2 Laminated Steel Lock
- 1 Kemlite Covering on Inside Rear Doors
- 1 .032 Aluminum One Piece Roof Sheet Eliminates Water Entry Concerns
- 1 Back Up Alarm

1 REEL MOUNTED CRANE

1 SAFE ENTRY/EXIT BUMPER
- 1 Three (3) Steps Evenly Spaced
- 1 Bottom Steps Fold Up for Ground Clearance
- 1 One (1) Fold - Away Safety Grab Handles

1 TRANSPORTER/CAMERA LOCKABLE STORAGE COMPARTMENT WITH NOTCH IN REAR DOOR THRESHOLD OF BODY FOR TV CABLE TO PASS THROUGH TO TRANSPORTER STORAGE DRAWER
- 1 Lockable Storage Compartment for Camera and Transporter
- 1 Sliding Drawer
- 1 Notch in rear door threshold of body for TV cable to pass through to transporter storage drawer

1 KICKPLATE 2 DRAWER ALUMINUM STORAGE

1 HIDE-A-WAY STROBE KIT WITH POWER SUPPLY

2 LED TRAFFIC DIRECTOR WITH 30FT CABLE

1 TV HIGH CUBE VAN EXTERIOR LIGHTING & CONTROL ROOM TO INCLUDE:

2 Amber Electronic Strobe Warning Beacons
2 Adjustable Floodlights Rear of Vehicle Area Illumination
Control Room Interior:
1 Lonseal Lonplate Flooring
1 Kemlite Wall & Ceiling Covering
1 Bulkhead Wall With Passage Door From Control Room to Equipment Room
1 "Safety Plus Visual" Viewing Window in Bulkhead Wall
1 Above Desk Control Console with Rack Mount for Electronic Equipment
1 Desktop / Work Area
1 110-Volt Fluorescent Light Fixture
1 Electrical Outlet with Dual Receptacles
1 Fire Extinguisher with Bracket, 10BC Rating
1 Operators Chair, Swivel With Casters
1 12-Volt Courtesy Light

1 CARBON MONOXIDE DETECTOR MOUNTED IN INTERIOR OF UNIT

1 LOW PROFILE, ROOF MOUNTED AIR CONDITIONER WITH HEAT STRIP

1 A low-profile roof mounted air conditioner with heat strip shall be supplied.

1 BENCH SEAT IN CONTROL ROOM

1 TV HI-CUBE VAN EQUIPMENT ROOM INTERIOR TO INCLUDE:

1 Kemlite Wall & Ceiling Covering
1 Climate Controlled Breaker Box/Electronics Storage Area with Locking Positive Latches
1 Electrical Outlet with Dual Receptacles
1 110-Volt Fluorescent Light Fixture
1 12-Volt Courtesy Light with 15 Minute Timer Located at Rear Door Area

1 LONSEAL LONPLATE FLOORING IN EQUIPMENT ROOM

1 20-GALLON WASHDOWN SYSTEM TO INCLUDE:

1 20-Gallon Fresh Water Tank
1 Electric Water Pump
1 Retractable Hose Reel with 25' Water Hose and Nozzle

1 UPPER AND LOWER STORAGE CABINET IN EQUIPMENT ROOM

1 Lower Storage Cabinet / Work Top with Sink and Faucet
1 Upper Wall Mounted Storage Cabinet

1 5 DRAWER TOOL CHEST

1 BACK-UP CAMERA SYSTEM [CHASSIS]

1 24" REAR FLAT SCREEN MONITOR MOUNTED IN BULKHEAD WALL

1 Flat Screen Monitor
1 Cable Assembly - Video Monitor to Monitor in Control Room
1 Electrical Outlet

1 ON-BOARD AC POWER SYSTEM, DYNAMIC INVERTER, 3KW, TO INCLUDE:

1 On-Board Electrical Power Source Rated for 3000 Watts of Total Power Output
1 Pure Sine Wave Utility Grade Electrical Power
1 Three-Stage Charging for Longer Battery Life
1 Built In Transfer Switch for Inverter to Incoming AC Power
2 257 Amp Hour Absorbed Glass Matt 8D Battery

1 P&T ZOOM III M/C CAMERA

- 1 Solid State Color Sewer TV Camera
- 1 Pan & Rotate Camera Head, 40:1 Zoom Ratio, 10x Optical Zoom, 4x Digital Zoom
- 1 NTSC Color Standard, 4x Light Integration
- 1 Camera Lighting System for 6" through 72" lines
- 1 Camera Transportation and Storage Case

1 SELF-PROPELLED NON-STEERABLE COMPACT WHEELED CAMERA TRANSPORTER WITH ABILITY TO ADD TRACKS, TO INCLUDE:

- 1 Unit Shall Have Forward, Free Wheel, and Power Reverse
- 1 Set of Driven Rubber Wheels to Inspect 6" Pipe
- 1 All Six (6) Wheel Drive Transporter Assembly to Include:
  - 1 Motor & Enclosed Drive Train

1 TRACK MODULE KIT TO INCLUDE:

- 1 High-Speed Transmission
- 1 Right Hand Trac Module
- 1 Left Hand Trac Module

1 SPARE PARTS KIT FOR TRAC TRANSPORTER TO INCLUDE:

- 1 Additional Chain Links And Rubber Cleats

1 7"-15" EXTENDERS FOR COMPACT TRAC TRANSPORTER

1 8" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 10-15" RUBBER WHEEL KIT FOR COMPACT TRANSPORTER

1 8" STEEL WHEEL KIT FOR COMPACT TRANSPORTER

1 1000' CABLE ASSEMBLY, M/C 12PIN METAL

- 1 1000' Gold Multi Conductor Kevlar Fiber Armored Combination TV Transmission / Tow Cable
- 1 .450 Diameter
- 1 Metal Splice Chamber with Pigtail
- 1 Cable Strain Relief

1 TV REEL ASSEMBLY, MECHANICAL FOOTAGE FOR SUMMIT .450 CABLE W/AUTO PAYOUT

- 1 Black Thermoplastic Powder Coated Frame
- 1 Power Levelwind & Multi Ratio Manual Transmission
- 1 Automatic Cable Payout System
- 1 Footage Meter with Local Counter and Remote Electronic Counter
- 1 Transmission Control at Viewing Station
- 1 Local Reel Mount Electrical and Mechanical Control
- 1 Sealed Continuous Contact Collector Assembly
- 1 Removable Drip Pan for Cleaning

2 19" (MINIMUM) FLATSCREEN COLOR INDUSTRIAL TV MONITOR NTSC / PAL COLOR STANDARDS

1 PCU ASSEMBLY [RACK MOUNT]

1 CCU ASSEMBLY [RACK MOUNT]

- 1 Alpha Numeric Information Display, with Multi Paging and Defect Coding
- 1 Remote "QWERTY" Keyboard for Data Entry
- 1 On Screen Footage Display

1 TEST CABLE

1 WIRED USB CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 WIRELESS CONTROLLER

- 1 Joystick Control for Pan and Tilt Zoom Camera to Include:
  - 1 360 Degree Rotate
  - 1 330 Degree Optical Pan
- 1 Joystick Control for All Steering Functions & Forward / Reverse Directions for Transporter
- 1 Camera Lift Control for Optional Electronic Camera Lift
- 1 All Other Controls for Camera to Include:
  - 1 Camera Iris and Focus Override & Zoom
  - 1 Camera Lights & Shutter Control for Light Enhancement
  - 1 Camera Diagnostics & Auto Home
- 1 Cruise Control to Set Speed of the Transporter for Hands Off Operation
- 1 All Reel Controls to Include: Retrieve, Release, and Variable Speed [Excluding Dolly Systems]

1 8.7" MINI KEYBOARD

1 [RACK MOUNT] COMPUTER W/LITE DATA COLLECTION SOFTWARE TO INCLUDE (MINIMUM):

- 1 Motherboard with 1155 Socket and Intel Z87 Chipset
- 1 Intel Core i7-4770K Haswell 3.5 GHz Quad-Core Processor
- 1 8GB (2x4GB) 240-pin of DDR3 1600 SDRAM
- 2 LAN, On Board Network Connections, 10 / 100 / 1000 Mbps
- 6 USB 2.0 Ports (4 on Rear, 2 on Front)
- 6 USB 3.0 Ports (6 on Rear)
- 2 RS232 Serial Comm Ports
- 1 Bluetooth v4.0 / v3.0 + HS
- 1 WiFi IEEE 802.11 a/b/g/n
- 1 On Board Sound
- 1 DVD + / - RW DVD Burner 20x / CD - RW 40x Internal
- 1 1 TB (7,200 RPM) SATA Hard Drive
- 1 120 GB Solid State Drive, SATA3
- 1 400 Watt 1UEPS 80 PLUS Server ATX Power Supply
- 1 USB Video Capture Device for MPEG 1 / 2 / 4 / WMV
- 1 1GB 64-bit DDR3 PCI Express Video Card
- 1 Industrial Hardened Case Slim 2U Design for 19" Rack
- 1 Windows 7 Professional 64-bit Operating System
- 1 Granite XP Inspection Lite Edition Version x.x Software
- 1 User Guide - Hard Copy
- 1 User Guide - CD

1 WIRELESS KEYBOARD AND MOUSE SET

1 HP OFFICEJET COLOR PRINTER

1 GRANITE XP LITE SUPPORT PLAN

1 GRANITE XP ENGINEERING EDITION

1 MANHOLE TOPROLLER ASSEMBLY, TV ONLY

1 MANHOLE ADAPTER CLAW HOOK

6 RETRIEVAL/DOWNHOLE POLE ASSEMBLY

1 INVERT ROLLER ASSEMBLY

1 RETRIEVAL HOOK

1 MULTI CONDUCTOR TV ONLY TOOL KIT

- 1 Milliampmeter Tool
- 1 Electrical Tape
- 1 Needle Nose Pliers
- 1 Six-In-One Screwdriver
- 1 6" Adjustable Wrench
- 1 Anti Seize Grease
- 1 9-Piece Allen Wrench kit
- 1 Solder Iron Kit
- 1 Industrial Pliers
- 1 5/32 T-Handle Hex Wrench
- 1 Multi Conductor TV Only Operation Manual
- 1 Parts Catalog
- 1 Cable Repair Kit DVD
- 1 TV Only Training DVD

1 TRAINING, ON-SITE (THREE DAYS)

1 CUSTOMER PICK-UP OF COMPLETED UNIT IN ORLANDO, FL USA

COMMENT AND REVIEW
To the
REQUEST FOR PROPOSAL (RFP) #022014
Entitled
SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

The following advertisement was placed in the Minneapolis, MN Star Tribune on January 9, 2013 and January 16, 2014 and Oregon's Daily Journal of Commerce on January 10, 2014, The Salt Lake Tribune on January 9, 2014 and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx and Biddingo:

> *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, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 9, 2014 and continuing until February 13, 2014. Details may be obtained by letter of request to Maureen Knight, 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 February 20, 2014 at 4:30 p.m. Central Time at the above address and opened February 21, 2014 at 8:00 A.M. Central Time.*

RFPs were requested from and distributed to:

Alamo Group, Inc.
Federal Signal Corp.
Azaimi
C&B Operations
EKA
Gap Vax, Inc.
Hi-Vac Corporation
Ingram Equipment Co., LLC
Macdonald Equipment Co.
Prime Vendor Inc.
Ring-O-Matic, Inc.
SB Manufacturing, Inc.
SFG Road Maintenance
Super Products LLC
Thompson Pump & Manufacturing Co. Inc.
Wayne Sweepers
Atlantic Machinery, Inc.
Gradall Industries, Inc.
Boyer Ford Trucks
Cobra Technologies
Envirosight, LLC
Global Environmental Products, Inc.
Hol-Mac Corp./ Pac-Mac
Johnston North America
NiteHawk Sweepers
RapidView, LLC
Sanitation Products, Inc.
Sewer Equipment Company of America
Stewart-Amos Equipment Co.
Tessco
Vector Technologies, Ltd.

Bids were opened on February 21, 2014 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Bids were received from the following:

Atlantic Machinery, Inc
Envirosight, LLC
Federal Signal Corporation
Gap Vax, Inc.
Global Environmental Products, Inc.
Gradall Industries, Inc./Vacall Product Line
Hi-Vac Corporation
RapidView, LLC
Ring-O-Matic, Inc.
SB Manufacturing, Inc.
Sewer Equipment Co. of America
Stewart-Amos Equipment Co.
Super Products, LLC
Thompson Pump & Manufacturing Co., Inc.

Bids were reviewed by the Proposal Evaluation Committee consisting of:

Ginger Line, CPPB, NJPA Contract Specialist
Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer
Tracy Plinske, NJPA Contract Specialist
Keith Hanson, CPA, NJPA Accounting Manager
Maureen Knight, BBA and JD, NJPA Contracts and Compliance Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that Gap Vax, Inc. and Thompson Pump & Manufacturing Co., Inc. did not meet Level One Responsiveness. Gap Vax, Inc. had missing electronic files and Thompson Pump & Manufacturing, Inc. was deemed Out Of Scope. All other responders did met Level One Responsiveness and Level Two Responsiveness.

Hi-Vac Corporation provided an exceptionally strong overall response with very competitive pricing and demonstrated exceptional industry and marketplace success. They also manage a nationwide sales force and utilize an extensive dealer network for sales, training and service. They offer a wide array of products and equipment for use in wastewater and storm sewer maintenance, lead pickup, road spill response and hydro-excavation including Aquatech combination jet/vac cleaning equipment, O'Brien Jet cleaning equipment and a full range of X-Vac Hydro Excavation equipment.

Atlantic Machinery, Inc. provided strong overall response with very competitive pricing and demonstrated an exceptional ability to sell and service nationwide through their large sales and service network. They offer a wide variety of quality products including combo jet vacuums, basin cleaners, rodders, pumper trucks and a variety of street sweepers from VacCon, Schwarze and Cues.

Sewer Equipment Co. or America submitted a strong overall response with very competitive pricing and offered a wide variety of products and equipment including enclosed and heated jet trucks, jet trailer nozzles, rodder trucks and trailers, bucket machines and easement machines. They also exhibited a solid ability to sell and service nationwide.

RapidView, LLC provided a solid overall response with competitive pricing, a great selection of products and the ability to sell and service nationwide through established dealerships. They offered high quality sewer, water, industrial and other pipeline inspection cameras, sewer inspection software and sewer pipe rehabilitation robotics.

Gradall Industries, Inc. submitted a solid overall response with competitive pricing and strong industry and marketplace success along with the ability to sell and service nationwide through their large dealer network. Through Gradall/Vacall they offer a specialized line of vacuum trucks, combo unites, street sweepers and catch basins.

Federal Signal Corp. provided a solid overall response with competitive pricing, exception industry and marketplace success, and a demonstrated ability to sell and service nationwide through their very extensive dealer network including Elgin and Vactor dealers. They offered a full range of mechanical, vacuum and regenerative air sweeper products in various sizes and quality high pressure sewer cleaners.

Super Products, LLC had a good response with very competitive pricing and the ability to sell, service and strongly market nationwide. They offer unique, high quality equipment including sewer and catch basin cleaner, ejector, and hydro excavation products. In addition to the purchase of products, they also submitted a rent to own option.

Envirosight, LLC had a good response with competitive pricing and the ability to sell, service, and market across the U.S. through an established dealer network. They offer a variety of sewer inspection equipment including panoramic cameras and pipe cutters to inspect underground infrastructure.

For these reasons the NJPA Proposal Review Committee recommends award of NJPA #011014 to

Atlantic Machinery, Inc.	022014-AMI
Envirosight, LLC	022014-EVS
Federal Signal Corporation	022014-FSC
Gradall Industries, Inc.	022014-GRD
Hi-Vac Corporation	022014-HVC
RapidView, LLC	022014-RVL
Sewer Equipment Co. of America	022014-SCA
Super-Products, LLC	022014-SPL

Ginger Line, CPPB, NJPA Contracts Specialist — Date: 2-21-14

Gregg Meierhofer, CPPO, NJPA Bids and Contracts Officer — Date: 2-21-14

Tracy Plinske, NJPA Contracts Specialist — Date: 2-21-14

Keith Hanson, CPA, NJPA Accounting Manager — Date: 2-21-14

Maureen Knight, BBA & JD, NJPA Contracts and Compliance Manager — Date: 2-21-14

FORM G

SEWER VACUUM, HYDRO-EXCAVATION, AND/OR STREET SWEEPER EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

	Possible Points	Atlantic Machinery, Inc.	Envirosight, LLC	Federal Signal Corporation	Gap Vax, Inc.	Global Environmental Products, Inc.	Gradall Industries, Inc.	Hi-Vac Corporation	RapidView, LLC	Ring-O-Matic, Inc.	SB Manufacturing, Inc.	Sewer Equipment Co. of America	Stewart -Amos Equipment Co.	Super-Products, LLC	Thompson Pump & Manufacturing Co., Inc.
Conformance to terms and conditions to include documentation	50	46.25	43.50	45.00		41.25	42.00	46.00	45.75	44.75	42.50	45.50	44.25	45.50	
Pricing	400	358.75	301.25	309.50		302.50	316.25	370.00	340.00	320.00	326.25	350.00	293.75	303.75	
Financial, Industry and Marketplace Successes	75	62.50	63.25	66.25		57.50	64.50	67.50	62.50	58.25	53.75	55.00	56.25	58.00	
Bidder's Ability to Sell and Service Contract Nationally	100	90.00	81.25	85.00		75.00	82.00	87.50	76.25	65.00	73.75	82.00	71.25	83.75	
Bidder's Marketing Plan	50	45.00	43.50	44.50		31.25	42.50	45.00	41.75	38.75	38.75	44.00	45.50	45.25	
Value Added Attributes	75	63.75	62.00	63.75		62.50	62.50	68.75	62.50	62.50	56.25	65.00	62.50	66.25	
Warranty Coverages and Information	50	43.00	43.25	43.75		43.75	43.75	45.75	41.25	41.25	41.25	43.75	45.00	43.75	
Selection and Variety of Products and Services Offered	200	177.50	153.75	166.25		156.25	171.25	172.50	165.00	156.25	128.75	178.75	155.00	169.50	
Total Points	1,000	886.75	791.75	824.00		770.00	824.75	903.00	835.00	786.75	761.25	864.00	773.50	815.75	-

3/7/2014
Ginger Line, CPPB, NJPA

3/7/2014
Tracy Plinske, NJPA

3/7/2014
Keith Hanson, CPA, NJPA

3/7/2014
Maureen Knight, BBA, JD, NJPA

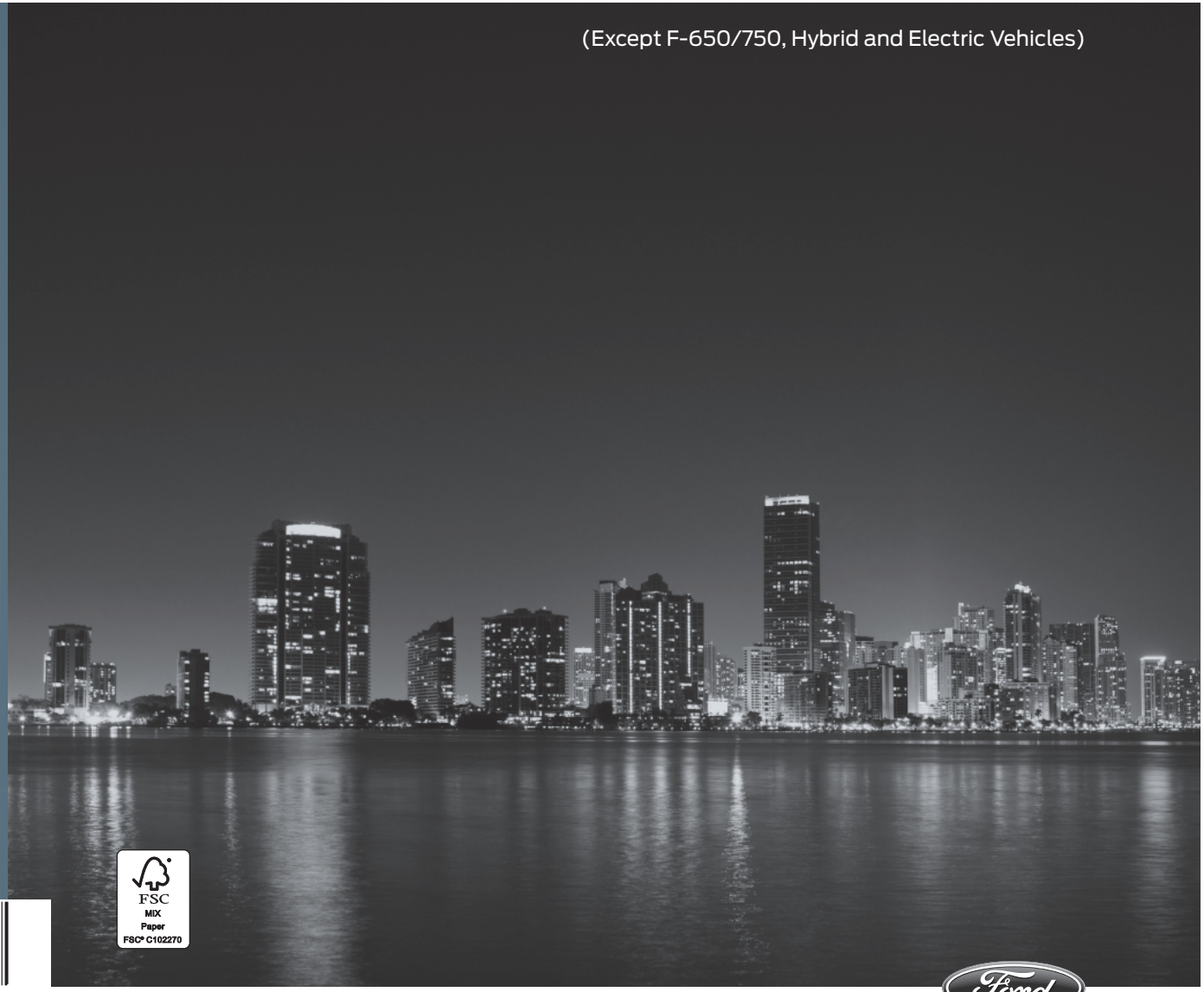
3/7/2014
Gregg Meierhofer, CPPO, NJPA

2014 Model Year **Ford Warranty Guide**

(Except F-650/750, Hybrid and Electric Vehicles)

fordowner.com

ford.ca



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Your satisfaction is our #1 goal. If you have any questions or concerns, or are unsatisfied with the service you are receiving, follow these steps:

1. Contact your Sales Representative or Service Advisor at your selling/servicing dealership.

2. If your inquiry or concern remains unresolved, contact the Sales Manager, Service Manager or Customer Relations Manager.

3. If you require assistance or clarification on Ford Motor Company policies or procedures, please contact the Ford Customer Relationship Center.

In the United States:	**In Canada:**
Ford Motor Company Customer Relationship Center P.O. Box 6248 Dearborn, MI 48121 1-800-392-3673 (FORD) (TDD for the hearing impaired: 1–800-232-5952) www.customersaskford.com	Customer Relationship Centre Ford Motor Company of Canada, Limited P.O. Box 2000 Oakville, Ontario L6J 5E4 1–800-565-3673 (FORD) www.ford.ca
In Asia-Pacific Region, Sub-Saharan Africa, U.S. Virgin Islands, Central America, the Caribbean, and Israel:	**In Puerto Rico:**
Ford Motor Company Ford Export Operations Attention: Customer Relations 1555 Fairlane Drive Fairlane Business Park #3 Allen Park, MI 48101 Telephone: (313) 594-4857 For customers in Guam, the Commonwealth of the Northern Mariana Islands (CNMI), America Samoa, and the U.S. Virgin Islands, please feel free to call our Toll-Free Number: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: expcac@ford.com	Ford International Business Development, Inc. P.O. Box 11957 Caparra Heights Station San Juan, PR 00922-1957 Telephone: (800) 841-FORD (3673) Fax: (313) 390-0804 E-mail: prcac@ford.com www.ford.com.pr
In Middle East:	
Ford Middle East Customer Relationship Center P.O. Box 21470 Dubai, United Arab Emirates Telephone: 971-4-3326084 Toll-free Number for the Kingdom of Saudi Arabia: 800 8971409 Local Telephone Number for Kuwait: 24810575 Fax: 971-4-3327299 E-mail: menacac@ford.com www.me.ford.com	

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1. Introduction

Ford Motor Company and your selling dealer thank you for selecting one of our quality products. Our commitment to you and your vehicle begins with quality protection and service.

When you need warranty repairs, your selling dealer would like you to return to it for that service, but you may also take your vehicle to another Ford Motor Company dealership authorized for warranty repairs. Certain warranty repairs require special training though, so not all dealers are authorized to perform all warranty repairs. That means that, depending on the warranty repair needed, the vehicle may need to be taken to another dealer. If a particular dealership cannot assist you, then contact the Customer Relationship Center at 1-800-392-3673.

This booklet explains in detail the warranty coverages that apply to your 2014-model car or light truck. If you bought a previously owned 2014-model vehicle, you are eligible for any remaining warranty coverages.

Ford Motor Company provides the **Emissions Defect Warranties** and **Emissions Performance Warranties** which cover your emissions control systems, and **Noise Emissions Warranty** which applies only to medium/heavy duty trucks over 10,000 pounds Gross Vehicle Weight Rating (pages 17-32).

2. Important information you should know

IF YOU NEED CUSTOMER ASSISTANCE

Your Ford Motor Company dealer is available to assist you with all your automotive needs. Please follow the procedures outlined on the front page of this booklet.

In addition, if you are an eligible U.S. owner, you may use - at no cost - the services of the BBB AUTO LINE program. For details, see Better Business Bureau (BBB) AUTO LINE program, page 34 or call 1-800-955-5100.

KNOW WHEN YOUR WARRANTY BEGINS

Your **Warranty Start Date** is the day you take delivery of your new vehicle or the day it is first put into service (for example, as a dealer demonstrator), whichever occurs first.

CHECK YOUR VEHICLE

We try to check vehicles carefully at the assembly plant and the dealership, and we usually correct any damage to paint, sheet metal, upholstery, or other appearance items. But occasionally something may slip past us, and a customer may find that a vehicle was damaged before he or she took delivery. If you see any damage when you receive your vehicle, notify your dealership within one week.

MAINTAIN YOUR VEHICLE PROPERLY

Your glove compartment contains an **Owner's Manual** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance, may help increase the value you receive when you sell or trade your vehicle, and is important in allowing your vehicle to comply with applicable emissions standards.

It is your responsibility to make sure that all of the scheduled maintenance is performed and that the materials used meet Ford engineering specifications. Failure to perform scheduled maintenance as specified in the Owner's Manual will invalidate warranty coverage on

parts affected by the lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always entered in your **Owner's Manual**.

Your Ford or Lincoln dealership, or Ford or Lincoln Auto Care Service Center, has factory-trained technicians who can perform the required maintenance using genuine Ford parts. The dealership looks forward to meeting your every service need to maximize your satisfaction with your vehicle.

WHO PAYS FOR WARRANTY REPAIRS?

You will not be charged for repairs covered by any applicable warranty during the stated coverage periods, unless specifically stated elsewhere in this guide.

Some states have mandated alternate time coverage periods for parts of your vehicle (e.g. seatbelts).

Some states and/or local governments may require a tax on a portion of warranty repairs. Where applicable law allows, the tax must be paid by you, the owner of the vehicle.

During the Bumper to Bumper Warranty period, dealers may receive instructions to provide no-cost, service-type improvements - not originally included in your Owner's Manual - intended to increase your overall satisfaction with your vehicle.

Sometimes Ford may offer a special adjustment program to pay all or part of the cost of certain repairs beyond the terms of the applicable warranty. Check with your dealer or call 1-800-392-3673 to learn whether any adjustment program is applicable to your vehicle. Please have your vehicle identification number available.

DO WARRANTIES APPLY IN OTHER COUNTRIES?

The **New Vehicle Limited Warranty** and the **Emissions Warranties** described in this booklet apply to your vehicle if:

- it was originally purchased through the Ford Export Operations Military Sales Program; or
- it was originally sold or leased by Ford Motor Company or one of its dealers in the United States or U.S. Federalized Territories, and it was originally registered/licensed and operated in the United States, U.S. Federalized Territories, or Canada.

If you meet either of these two requirements, you do have warranty coverage when you travel with this vehicle outside the United States, U.S. Federalized Territories, or Canada. In some cases, however, you may have to pay the servicing Ford dealer in a foreign country or U.S. Federalized Territory for a repair that is covered under the U.S. warranty. If this happens, be sure to save the paid repair order or invoice. You should present this document to a U.S. Ford Motor Company dealer for warranty refund consideration. Refer to www.Ford.com for additional customer assistance reference information.

3. The New Vehicle Limited Warranty for your 2014-model vehicle

LIMITATIONS AND DISCLAIMERS

All of the warranties in this booklet are subject to the following limitations and disclaimers:

The warranties in this booklet are the only express warranties applicable to your vehicle. Ford does not assume or authorize anyone to assume for it any other obligation or liability in connection with your vehicle or these warranties. No person, including Ford employees or dealers, may modify or waive any part of these warranties.

Ford and its dealers reserve the right to make changes in or additions to vehicles built or sold by them at any time without incurring any obligation to make the same or similar changes or additions to vehicles previously built or sold.

Ford and its dealers also reserve the right to provide post-warranty repairs, conduct recalls, or extend the warranty coverage period for certain vehicles or vehicle populations, at the sole discretion of Ford. The fact that Ford has provided such measures to a particular vehicle or vehicle population in no way obligates Ford to provide similar accommodations to other owners of similar vehicles.

As a condition of these warranties, you are responsible for properly using, maintaining, and caring for your vehicle as outlined in your Owner's Manual. Ford recommends that you maintain copies of all maintenance records and receipts for review by Ford.

Ford and your dealer are not responsible for any time or income that you lose, any inconvenience you might be caused, the loss of your transportation or use of your vehicle, the cost of rental vehicles, fuel, telephone, travel, meals, or lodging, the loss of personal or commercial property, the loss of revenue, or for any other incidental or consequential damages you may have.

Punitive, exemplary, or multiple damages may not be recovered unless applicable law prohibits their disclaimer.

You may not bring any warranty-related claim as a class representative, a private attorney general, a member of a class of claimants or in any other representative capacity.

Ford shall not be liable for any damages caused by delay in delivery or furnishing of any products and/or services.

You may have some implied warranties. For example, you may have an implied warranty of merchantability (that the car or light truck is reasonably fit for the general purpose for which it was sold) or an implied warranty of fitness for a particular purpose (that the car or light truck is suitable for your special purposes), if a special purpose was specifically disclosed to Ford itself not merely to the dealer before your purchase, and Ford itself not just the dealer told you the vehicle would be suitable for that purpose.

These implied warranties are limited, to the extent allowed by law, to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.

These implied warranties do not apply at all if you use your vehicle for business or commercial purposes. In addition, the implied warranty of fitness for a particular purpose does not apply if your vehicle is used for racing, even if the vehicle is equipped for racing.

The warranties contained in this booklet and all questions regarding their enforceability and interpretation are governed by the law of the state in which you purchased your Ford vehicle. Some states do not allow Ford to limit how long an implied warranty lasts or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE: This information about the limitation of implied warranties and the exclusion of incidental and consequential damages under the NEW VEHICLE LIMITED WARRANTY also applies to the EMISSIONS WARRANTIES described on pages 17-31.

Ford participates in the BBB AUTO LINE warranty dispute resolution program. You may contact BBB AUTO LINE by calling 800-955-5100.

You are required to submit your warranty dispute to the BBB AUTO LINE before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 et seq. To the extent permitted by the applicable state "Lemon Law", you are also required to submit your warranty dispute to the BBB AUTO LINE before exercising any rights or seeking remedies under the "Lemon Law". If you choose to seek remedies that are not created by the Magnuson-Moss Warranty Act or the applicable state "Lemon Law," you are not required to first use BBB AUTO LINE to resolve your dispute – although the program is still available to you.

For more information regarding the BBB AUTO LINE program, see page 34 of this booklet.

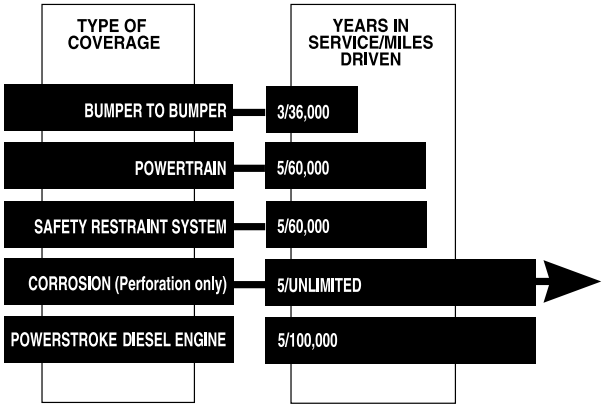
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty.** Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 8-12)
➡ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

- was taken to a Ford dealership for a warranted repair during the warranty period,

then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship.

This warranty does not mean that each Ford vehicle is defect free. Defects may be unintentionally introduced into vehicles during the design and manufacturing processes and such defects could result in the need for repairs. For this reason, Ford provides the New Vehicle Limited Warranty in order to remedy any such defects that result in vehicle part malfunction or failure during the warranty period.

The remedy under this written warranty, and any implied warranty, is limited to repair, replacement, or adjustment of defective parts. This exclusive remedy shall not be deemed to have failed its essential purpose so long as Ford, through its authorized dealers, is willing and able to repair, replace, or adjust defective parts in the prescribed manner. Ford's liability, if any, shall in no event exceed the cost of correcting manufacturing defects as herein provided and upon expiration of this warranty, any such liability shall terminate.

Conditions that are not covered by the New Vehicle Limited Warranty are described on pages 12-15. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford, at the discretion of Ford or the Ford dealership.

Nothing in this warranty should be construed as requiring defective parts to be replaced with parts of a different type or design than the original part, so long as the vehicle functions properly with the replacement part. Moreover, Ford and its authorized dealers are entitled to a reasonable time and a reasonable number of attempts within which to diagnose and repair any defect covered by this warranty.

In certain instances, Ford may authorize repairs at other than Ford dealer facilities.

Two separate warranties apply to tires on your new vehicle. The New Vehicle Limited Warranty covers tire defects in factory supplied material or workmanship for 100% of labor costs and on a pro rata adjustment basis for parts. (See the reimbursement schedule below).

For vehicles within the New Vehicle Limited Warranty time in service and mileage coverage period, defective tires will be replaced on a pro rata adjustment basis according to the following mileage-based Reimbursement Schedule:

MILES DRIVEN	PERCENT OF PARTS COVERED BY FORD
1-12,000	100%
12,001-24,000	60%
24,001-36,000	30%

The tire manufacturer also provides you with a separate tire warranty that may extend beyond the New Vehicle Limited Warranty coverage. You will find the manufacturer's tire warranty with the owner literature supplied with your vehicle. You have the option of having a tire warranty repair performed by the tire manufacturer's authorized service center. If you go to a tire service center for a repair covered by the New Vehicle Limited Warranty, you may be charged a prorated amount for wear or other charges. If so, you should present your paid invoice detailing the nature of the charges to any Ford Motor Company dealership for refund consideration. When making warranty repairs on your vehicle, the dealer will use Ford or Motorcraft parts or remanufactured or other parts that are authorized by Ford. In certain instances, Ford may authorize repairs at other than Ford dealer facilities. Tire replacements under warranty will be made with the same brand and model as originally equipped with the vehicle unless the same brand and model is no longer available, in which case a tire of the same brand, size, load, speed and tread type will be used. In some circumstances, Ford may authorize another brand and/or model to substitute for the original brand and model, even if still available.

Normal tire wear or damage is not reimbursable. See page 14 for details of what is not covered.

Extended warranty coverage periods are available for certain vehicle parts and conditions. Specifically,

(1) Your vehicle's Powertrain components are covered for five years or 60,000 miles, whichever occurs first. The extended coverage applies to the **Engine:** all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, electronic engine control unit, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, thermostat, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump;

Transmission: all internal parts, clutch cover, seals and gaskets, torque converter, transfer case (including all internal parts), transmission case, transmission mounts; **Front-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive shafts, final drive housing (including all internal parts), hubs-automatic front locking (four-wheel drive), locking rings (four-wheel drive), seals and gaskets, universal and constant velocity joints; **Rear-Wheel Drive:** axle shafts, bearings (front and rear), center support bearing, drive axle housing (including all internal parts), drive shaft, propeller shafts, retainers, supports, seals and gaskets, universal and constant velocity joints.

(2) Your vehicle's safety belts and air bag Supplemental Restraint System (SRS) are covered for an extended Safety Restraint Coverage Period, which lasts for five years or 60,000 miles, whichever occurs first.

(3) Your vehicle's body sheet metal panels are covered for an extended Corrosion Coverage Period, which lasts for five years, regardless of miles driven. The extended warranty coverage only applies if a body sheet metal panel becomes perforated due to corrosion during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship. For damage caused by airborne material (environmental fallout) where there is no factory-related defect involved and therefore no warranty – our policy is to provide free repair of paint damage due to the airborne material for 12 months or 12,000 miles, whichever occurs first.

(4) Your vehicle's direct injection diesel engine and certain engine components are covered during the PowerStroke Diesel Engine Coverage Period, which lasts for five years or 100,000 miles, whichever occurs first. The following parts are covered during this extended coverage period: the engine, cylinder block, heads and all internal parts, intake and exhaust manifolds, timing gear, harmonic balancer, valve covers, oil pan and pump, water pump, fuel system (excluding fuel lines, fuel tank and frame mounted fuel conditioning module sometimes referred to as the frame mounted pump/filter/water separator), high pressure lines, gaskets and seals, glow plugs, turbocharger, two-stage turbocharger assembly, turbocharger actuator, powertrain control module, engine control module, high pressure fuel injection pump assembly, electronic driver unit, injectors, injection pressure sensor, fuel rail pressure sensor, high pressure oil regulator, exhaust back pressure regulator and sensor,

exhaust pressure sensor, manifold pressure sensor, intake air temperature sensor, crankshaft position sensor, camshaft position sensor, accelerator switch.

NOTE: Some components may also be covered by the Emissions Warranties. For more information, see pages 17-31.

If you own or lease a 2014-model Next Generation Police Interceptor Vehicle (NGPI), refer to the Warranty Addendum Card that was given to you when you took delivery of your vehicle for further explanation of Amendments to the New Vehicle Limited Warranty. The Warranty Addendum applies only the NGPI vehicles delivered in the State of Florida.

WHAT IS NOT COVERED UNDER THE NEW VEHICLE LIMITED WARRANTY?

Damage Caused By:

- accidents, collision or objects striking the vehicle (including driving through a car wash)
- theft, vandalism, or riot
- fire or explosion
- using contaminated or improper fuel/fluids
- customer-applied chemicals or accidental spills
- driving through water deep enough to cause water to be ingested into the engine
- misuse of the vehicle, such a driving over curbs, overloading, racing or using the vehicle as a permanent stationary power source

Damage Caused by Alteration or Modification

The New Vehicle Limited Warranty does not cover any damage caused by:

- alterations or modifications of the vehicle, including the body, chassis, or components, after the vehicle leaves the control of Ford Motor Company
- tampering with the vehicle, tampering with the emissions systems or with the other parts that affect these systems (for example, but not limited to exhaust and intake systems)
- the installation or use of a non-Ford Motor Company part (other than a certified emissions part) or any part (Ford or non-Ford) designed

for off-road use only installed after the vehicle leaves the control of Ford Motor Company, if the installed part fails or causes a Ford part to fail. Examples include, but are not limited to lift kits, oversized tires, roll bars, cellular phones, alarm systems, automatic starting systems and performance-enhancing powertrain components or software and performance "chips"

Damage Caused by Use and/or the Environment

The New Vehicle Limited Warranty does not cover surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements. You, as the owner, are responsible for these items. Some examples are:

- dings, dents
- cuts, burns, punctures or tears
- road salt
- tree sap, bird and bee droppings
- windstorm, lightening, hail
- earthquake
- freezing, water or flood
- stone chips, scratches (some examples are on paint and glass)
- windshield stress cracks. However, limited coverage on windshield stress cracks will be provided for the first 12 months or 12,000 miles (which ever occurs first), even though caused by use and/or exposure to the elements.

Maintenance/Wear

The New Vehicle Limited Warranty does not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. See your Owner's Manual. Some examples of maintenance and normal wear are:

- oil changes
- oils, lubricants, other fluids
- oil/air filters
- tire rotation/inflation
- cleaning/polishing
- clutch linings
- wiper blades*
- wheel alignments and tire balancing*
- brake pad/lining*

* Ford will replace or adjust certain maintenance items when necessary, free of charge during a limited period:

- Wiper blade replacements will be provided during the first six months in service, regardless of miles driven.
- Wheel alignments and tire balancing will be provided during the first 12 months or 12,000 miles in service, whichever occurs first.
- Brake pad/lining replacements will be provided during the first 12 months or 18,000 miles in service, whichever occurs first.

SYNC Hands-Free Communications and Entertainment System

If your vehicle is equipped with SYNC, the New Vehicle Limited Warranty does not cover repairs under certain conditions. Some examples include:

- Loss of personal recording media, software or data
- Failure to provide proper installation environment
- Damage caused by:
  - abnormal use such as insertion of foreign objects, fluid spillage
  - unauthorized modification to alter functionality or capability
  - computer or internet viruses, bugs, worms, Trojan Horses, cancelbots
  - installation of unauthorized software, peripherals and attachments
  - unauthorized, unapproved and/or incompatible repairs, upgrades and modification
  - the defective function of your cellular phone or digital media device (i.e., inadequate signal reception by the external antenna, viruses or other software problems)

Tire Wear or Damage

The New Vehicle Limited Warranty does not cover normal wear or worn out tires. Tires will not be replaced (unless required by a warranty repair) for wear or damage including:

- tire damage from road hazard such as cuts, snags, bruises, bulges, puncture, and impact breaks
- tire damage due to under or over inflation, tire chain use, racing, spinning (as when stuck in snow or mud), improper mounting or dismounting, or tire repair

Other Items or Conditions Not Covered

The New Vehicle Limited Warranty does not cover:

- vehicles that have had the odometer disconnected, altered, or inoperative for an extended period of time with the result that the actual mileage cannot be determined
- vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged; this will void the New Vehicle Limited Warranty
- vehicles that have been determined to be a total loss by an insurance company; this will void the New Vehicle Limited Warranty
- converted ambulances that are not equipped with the Ford Ambulance Prep Package, see important information about ambulance conversions (page 36)
- Aftermarket parts or components, sometimes installed by Ford Motor Company or an authorized Ford dealership, may not be covered by the New Vehicle Limited Warranty. Any damage caused to Ford components due to the failure of aftermarket parts (other than a certified emissions part) is not covered.

ROADSIDE SERVICE ASSISTANCE (UNITED STATES, PUERTO RICO, AND U.S. VIRGIN ISLANDS)

Your vehicle is covered by the complimentary Ford Roadside Assistance Program (unless you are driving a daily rental unit). Under this program, Ford will cover:

- Towing to the nearest Ford Motor Company dealership, or towing to your selling dealership if within 35 miles
- Flat tire change (vehicle must have useable spare)
- Fuel delivery (limited to two occurances in a 12-month period up to 2 gal. gas, 5 gal. diesel)
- Jump starts
- Lock-out assistance (replacement key cost is customer responsibility)
- Winching (vehicle must be within 100 feet of a paved or county-maintained road)

The Roadside Assistance Program is separate from the New Vehicle Limited Warranty. It begins at the warranty start date and lasts for five years or 60,000 miles (whichever occurs first). If you need towing beyond the five years or 60,000 miles (whichever occurs first) period, Ford can arrange roadside assistance and charge your credit card. If the reason for the vehicle disablement is later found to be covered by another Ford warranty, Ford will provide a refund for the tow charge under the other warranty, through the dealership.

For emergency roadside assistance, call 1-800-241-3673, 24 hours a day, 365 days a year.

Ford Rental cars (FRCS) that must be towed because a covered repair has failed during the warranty coverage period, Ford will cover towing to the nearest Ford Motor Company dealership.

Ford Motor Company reserves the right to modify or discontinue Roadside Assistance at any time. Certain restrictions apply to Roadside Assistance benefits. Call 1-800-241-3673 for further details.

5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY	
Passenger Cars & Light Duty Trucks*	3/36,000
Heavy Duty Vehicles**	5/50,000
Certain Emissions Parts *	8/80,000
EMISSIONS PERFORMANCE WARRANTY	
Passenger Cars & Light Duty Trucks*	2/24,000
Heavy Duty Vehicles**	5/50,000
Certain Emissions Parts *	8/80,000

* Applies to vehicles up to 8,500 pounds gross vehicle weight rating (GVWR)
** Applies to trucks over 8,500 pounds gross vehicle weight rating (GVWR) up to 19,500 pounds gross vehicle weight rating (GVWR). Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

➡ **Emissions Defect Warranty** (page 18)
➡ **Emissions Performance Warranty** (page 19)
➡ **What is Covered?** (pages 20-21)
➡ **What is Not Covered?** (page 21)

EMISSIONS DEFECT WARRANTY COVERAGE

During the warranty coverage period, Ford Motor Company warrants that:

- your vehicle or engine is designed, built, and equipped to meet - at the time it is sold - the emissions regulations of the U.S. Environmental Protection Agency (EPA).
- your vehicle or engine is free from emission-related defects in factory-supplied materials or workmanship, which are defects that could prevent the vehicle or engine from conforming with applicable EPA regulations.
- you will not be charged for diagnosis, repair, replacement, or adjustment of parts containing an emissions-related defect. Applicable parts are listed under **What is Covered?** on pages 20-21.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - — The emission warranty coverage period is 8 years or 80,000 miles (whichever occurs first) for catalytic converters, electronic emission control units, and onboard emissions diagnostic devices.
  - — All other parts covered under your emissions warranty are warranted for 3 years or 36,000 miles whichever comes first.
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - — The emissions warranty coverage period for heavy duty vehicles (HDVs) is 5 years or 50,000 miles (whichever comes first) for all parts covered by your emissions warranty.

    • **Only for HDVs <u>not</u> designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** The 5 year/50,000 mile warranty includes coverage of components whose failure would increase the vehicle's emissions of air conditioning refrigerants.

    • **Only for HDVs designated as "vocational vehicles" on the underhood "VEHICLE EMISSION CONTROL INFORMATION" label:** Tire defects that affect compliance with emission standards are covered for 2 years or 24,000 miles, whichever comes first.

EMISSIONS PERFORMANCE WARRANTY COVERAGE

Under Emissions Performance Warranty Coverage, Ford Motor Company will repair, replace, or adjust - with no charge for labor, diagnosis, or parts - any emissions control device or system, if you meet all of the following conditions:

- You have maintained and operated your vehicle according to the instructions on proper care in the **Owner's Manual** and this booklet.
- Your vehicle fails to conform, during the warranty coverage period, to the applicable national EPA standards, as determined by an EPA approved inspection and maintenance program.
- You are subject to a penalty or sanction under local, state, or federal law because your vehicle has failed to conform to the emissions standards. (A penalty or sanction can include being denied the right to use your vehicle.)
- Your vehicle has not been tampered with, misused, or abused.

The warranty coverage period for:

- Passenger cars, light duty trucks (applies to vehicles up to 8,500 pounds GVWR)
  - — 8 years or 80,000 miles (whichever occurs first) for catalytic converter, electronic emissions control unit, and onboard emissions diagnostic devices.
  - — 2 years or 24,000 miles (whichever occurs first) for all other covered parts .
- Heavy duty vehicles (applies to trucks over 8,500 pounds GVWR up to 19,500 pounds GVWR)
  - — 5 years or 50,000 miles (whichever occurs first) for all covered parts.

See WHAT IS COVERED for list of covered parts.

Note that the warranty period begins on the **Warranty Start Date** as specified on page 2 of this booklet.

WHAT IS COVERED?

For your vehicle if these parts contain an emissions-related defect, they are covered by both the Emissions Defect Warranty and the Emissions Performance Warranty.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV system and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

Important Information About List of Parts

Also covered by the two emissions warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non-diesel fuel lines, sensors, and wiring harnesses that are used with components on the list of parts, above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until : (a) the first replacement time that is specified in your **Owner's Manual**; or (b) the time or mileage limits of the Federal Defect and Performance Warranties (whichever occurs first). Your Ford Motor Company dealer maintains a complete list of parts covered by emissions warranties. For more details about the specific parts covered by the Emissions Defect Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

Manager, Certification and Compliance Division
(6405J)
Warranty Claims
Environmental Protection Agency
Ariel Rios building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

6. California requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows the emission warranty that Ford Motor Company provides for your vehicle under the emissions control warranty in accordance with the regulations of the California Air Resources Board. This coverage is in addition to Federal Emission warranties (Page 17).

Emissions Warranties for California Certified Vehicles

TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
EMISSIONS DEFECTS WARRANTY FOR VEHICLES WITH GVWR* OF 14,000 LBS. & UNDER	
Short-Term Warranty	3/50,000
Long-Term Warranty**	7/70,000
EMISSIONS DEFECTS WARRANTY FOR VEHICLE WITH GVWR OVER 14,000 LBS.***	5/50,000
EMISSIONS PERFORMANCE WARRANTY (Vehicles of 14,000 LBS.* and under)	3/50,000
PARTIAL ZERO EMISSION VEHICLES (PZEV)**** DEFECTS AND PERFORMANCE WARRANTY	15/150,000

* Gross Vehicle Weight Rating
** These specific parts were selected on the basis of their estimated replacement cost at the time the California Air Resources Board certified your vehicle for sale in California (up to 14,000 GVWR).
*** Diesel engine vehicles over 14,000 pounds GVWR are covered for 5 years or 100,000 miles.
**** Refer to your Vehicle Emission Control Information Label for emissions certification information.

Vehicles Eligible for California Emission Warranty Coverage

California emission warranty coverage applies if your vehicle meets the following two requirements:

- Your vehicle is registered in a state* that has adopted and is enforcing California emission warranty regulations applicable for your vehicle at the time of repair, and
- Your vehicle is certified for sale in California as indicated on the vehicle emission control information label.

* Subject to change, the following states have adopted and are enforcing California emission warranty regulations:

- **Passenger Car & Light-duty Trucks** (up to 8,500 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington (NOTE: New York adopted California emissions standards, but not the California Emissions Warranty; the Federal Emission Control Warranty applies to all non-PZEV vehicles in New York)
- **Medium-Duty Passenger Vehicles** (up to 10,000 pounds GVWR designed primarily for the transportation of persons. Excludes incomplete trucks, trucks with a seating capacity either over twelve persons total or over nine persons rearward of the driver's seat, or trucks with an open cargo area of at least six feet of interior length): California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Rhode Island, Vermont and Washington
- **Medium-Duty Vehicles** (over 8,500 pounds GVWR up to 14,000 pounds GVWR) - California, Connecticut, Delaware, Maine, Maryland, Massachusetts, Oregon, Rhode Island, and Vermont.
- **Light Heavy-Duty Diesel Engine Vehicles** (over 14,000 pounds GVWR up to 19,500 pounds GVWR) - California, Maine, and Pennsylvania.

Vehicles Eligible for California PZEV Emission Warranty Coverage

California Partial Zero Emission Vehicles (PZEV) have extended coverage on all emission related parts. This extended warranty coverage applies if your vehicle is PZEV certified as indicated on the VECI label and is registered in a state that has adopted and is enforcing California PZEV emissions warranty, which may include the following states, subject to change: California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, New York, Rhode Island or Vermont.

For full details about coverage under California requirements for emissions control, see:

➡ **Defects Warranties** (pages 24-30)
➡ **Performance Warranty** (pages 24-25)
➡ **What Is Covered?** (pages 26-28)
➡ **What Is Not Covered?** (page 29)

EXPLANATION OF CALIFORNIA EMISSIONS WARRANTIES

Your Warranty Rights and Obligations

The California Air Resources Board and Ford Motor Company are pleased to explain the emission control system warranty on your 2014-model vehicle. In California, new motor vehicles must be designed, built, and equipped to meet the State's stringent anti-smog standards. Ford must warrant the emission control system on your vehicle for the periods of time listed on pages 24-25, provided there has been no abuse, neglect, or improper maintenance of your vehicle.

Your emission control system may include parts such as the carburetor or fuel injection system, the ignition system, catalytic converter, and the engine computer. Also included may be hoses, belts, connectors, and other emissions-related assemblies.

Where a warrantable condition exists, Ford Motor Company will repair your vehicle at no cost to you including diagnosis, parts, and labor.

Manufacturer's Warranty Coverage

For Vehicles Eligible for California Emission Warranty Coverage

If Gross Vehicle Weight Rating is 14,000 lbs. or less:

For 3 years or 50,000 miles (whichever first occurs):

1. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

2. If any emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your short-term emission control system DEFECTS WARRANTY.

For 7 years or 70,000 miles (whichever first occurs):

If an emissions-related part listed on pages 27 and 28 with coverage for 7 years or 70,000 miles is defective or if its failure causes your vehicle to fail a Smog Check inspection, the part will be repaired or replaced by Ford. This is your long-term emission control system DEFECTS WARRANTY.

If Gross Vehicle Weight rating is over 14,000 lbs.:

For 5 years or 50,000 miles (gasoline powered engines and vehicles) or 5 years or 100,000 miles (diesel powered engines and vehicles) (whichever first occurs):

If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emission control system DEFECTS WARRANTY.

For Vehicles Eligible for California PZEV Emission Warranty Coverage

For 15 years or 150,000 miles (whichever first occurs):

1. If an emissions-related part on your vehicle is defective, the part will be repaired or replaced by Ford. This is your emissions control system DEFECTS WARRANTY.
2. If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Ford to ensure that your vehicle passes the inspection. This is your emission control system PERFORMANCE WARRANTY.

Owner's Warranty Responsibilities

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Ford Motor Company recommends that you retain all receipts covering maintenance on your vehicle, but Ford cannot deny warranty coverage solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Ford Motor Company dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Ford Motor Company may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, or if you want to report what you believe to be violations of the terms of this warranty, you may contact the Ford Customer Relationship Center at 1-800-392-3673 (FORD) or the California Air Resources Board at:

State of California Air Resources Board
Mobile Source Operations Division
P.O. Box 8001
El Monte, California 91731-2990

WHAT IS COVERED?

If the parts on the following list contains a defect that affects emissions, they are covered by the Defects Warranties.

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Catalytic Converters (including Selective Catalytic Reduction and Diesel Oxidation Catalysts)
- Cold Start Enrichment System (diesel only)
- Controls for Deceleration (diesel only)
- Diesel Exhaust Fluid System
- Diesel Particulate Filter
- Electronic Ignition System (diesel only)
- Electronic Engine Control Sensors and Switches
- Powertrain Control Module (PCM)/Engine Control Module (ECM)*
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Exhaust Pipe (Manifold to Catalyst)
- Fuel Filler Tube and Seal (non-diesel only)
- Fuel Injection System
- Fuel Injector Supply Manifold
- Fuel Tank (non-diesel only)
- Fuel Tank Pressure Control Valve
- Idle Air Bypass Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Intercooler Assembly - Engine Charger
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Secondary Air Injection System
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat
- Throttle Body Assembly (MFI)
- Transmission Control Module (TCM) and Solenoids
- Turbocharger Assembly
- Vacuum Distribution System

* Includes hardware and emissions related software changes only

"COVERAGE FOR 2014 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS)"
UNDER CALIFORNIA LONG TERM DEFECTS WARRANTY
"(Coverage for up to 7 years/70,000 miles, whichever first occurs)"

Part Name	1.0L Fiesta	1.5L Fusion	1.6L Fiesta	1.6L Escape	1.6L Fusion	1.6L Transit Connect	2.0L Edge	2.0L Escape	2.0L Explorer	2.0L Focus	2.0L Fusion	2.0L Taurus	2.5L Escape	2.5L Fusion	2.5L Transit Connect	3.5L Edge	3.5L Explorer	3.5L Flex	3.5L Taurus	3.5L F150	3.7L Edge	3.7L Explorer	3.7L Mustang	3.7L Taurus	3.7L F150	4.6L E-Series	5.0L Mustang	5.0L F150	5.4L E-Series	5.4L Expedition	5.8L Mustang	6.2L F150	6.2L F-Superduty	6.7L F-Superduty	6.8L E-Series	6.8L F-Superduty	6.8L MotorHome & StepVan Chassis'
Catalytic Converter	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Diesel Catalyst and Particulate Filter Assembly																																		X			
Diesel Exhaust Fluid Pressure Line																																		X			
Diesel Exhaust Fluid Tank																																		X			
Turbocharger Actuator Assembly																																		X			
Cam Timing Assembly	X	X	X	X	X	X	X	X	X	X	X	X				X	X(1)	X(1)	X(1)	X	X	X	X	X	X		X	X				X	X				
Variable Camshaft Timing Kit																	X(2)	X(2)	X(2)																		
Variable Camshaft Timing Housing (Right Hand)																	X	X	X											X							
Variable Camshaft Timing Housing (Left Hand)																	X	X	X											X							
Variable Camshaft Timing Solenoid																	X	X	X																		
Variable Camshaft Timing Assembly	X						X	X	X	X	X	X	X	X	X	X	X(1)	X(1)	X(1)		X	X	X	X	X												
PCV Valve																																				X	X
Turbocharger	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X														X			
Charge Air Cooler	X		X				X		X										X												X			X			
Transmission Control Module	X		X							X												X															
Transmission Solenoid Assembly		X		X	X			X	X		X	X	X	X															X						X	X	X
Fuel Tank	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
Fuel Tank Shield				X			X	X				X	X			X			X		X			X									X			X	
Auxiliary Fuel Tank Filler Kit																										X			X					X	X	X	
Fuel Supply Manifold Assembly			X														X(2)	X(2)	X(2)	X														X			
Fuel Delivery Module								X	X			X					X		X	X				X	X	X		X	X			X	X		X		X
Fuel Pump to Fuel Rail Tube																	X	X	X	X																	
Fuel Pump Assembly				X		X		X	X	X(2)							X(2)			X																	
Turbocharger Control Solenoid				X				X	X			X					X(2)	X	X(2)	X																	

"COVERAGE FOR 2014 MODEL VEHICLES (GVWR OF 14,000 LBS. OR LESS)"
UNDER CALIFORNIA LONG TERM DEFECTS WARRANTY
"(Coverage for up to 7 years/70,000 miles, whichever first occurs)"

Part Name	1.0L Fiesta	1.5L Fusion	1.6L Fiesta	1.6L Escape	1.6L Fusion	1.6L Transit Connect	2.0L Edge	2.0L Escape	2.0L Explorer	2.0L Focus	2.0L Fusion	2.0L Taurus	2.5L Escape	2.5L Fusion	2.5L Transit Connect	3.5L Edge	3.5L Explorer	3.5L Flex	3.5L Taurus	3.5L F150	3.7L Edge	3.7L Explorer	3.7L Mustang	3.7L Taurus	3.7L F150	4.6L E-Series	5.0L Mustang	5.0L F150	5.4L E-Series	5.4L Expedition	5.8L Mustang	6.2L F150	6.2L F-Superduty	6.7L F-Superduty	6.8L E-Series	6.8L F-Superduty	6.8L MotorHome & StepVan Chassis'
Intake Manifold	X		X														X	X(2)	X							X	X		X	X		X	X		X	X	X
Exhaust Manifold (Right-Hand)																	X(2)	X	X(2)	X							X	X		X	X	X		X		X	X
Exhaust Manifold (Left-Hand)			X	X	X												X(2)	X	X(2)	X							X	X		X		X				X	X
Exhaust Manifold Gasket				X													X(2)	X	X	X							X	X		X		X		X			
EGR Cooler																																		X			
Exhaust Adapter																				X																	
Fuel Injector Kit																																		X			
High Pressure Fuel Pump																																		X			
Fuel Injector																	X(2)	X(2)	X(2)	X								X									
Fuel Injector Fuel Supply Manifold																		X(1)	X	X											X						
High Pressure Fuel Line																																		X			
Throttle Body			X																																		
Instrument Cluster (3)		X		X	X		X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X		X	X			X	X					
Powertrain Control Wiring Harness									X			X					X	X	X	X		X		X	X	X	X	X	X	X		X	X	X	X	X	X
Powertrain Control Module (PCM)/ Engine Control Module (ECM)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Main Body Wiring Harness (4)	X	X	X	X	X		X	X			X	X	X	X		X		X	X	X	X		X	X	X		X	X		X	X	X	X	X		X	
Dash Panel & Headlamp Junction Wiring Assembly(4)		X		X	X	X		X	X		X	X	X	X	X		X	X	X			X		X													
Interior Wiring Assembly (4)												X						X	X				X	X			X				X						
Main Wiring Assembly (4)	X	X	X		X	X	X		X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rear Lamp Wiring Assembly (4)																				X					X	X		X	X	X		X	X	X	X	X	X
Fuel Sender Wiring Assembly (4)																																	X	X		X	

(1) for non Eco-boost engine only
(2) for EcoBoost Engine only
(3) for Service Engine Soon/Malfunction Indicator Lamp (MIL) functionality concerns only
(4) for MIL illumination only

Important Information about List of Parts

There may be additional coverage for these parts through the Bumper to Bumper, Powertrain, or Diesel Engine limited warranties. In any case, the warranty with the broadest coverage applies.

Also covered by this warranty are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, non diesel fuel lines, and wiring harnesses that are used with components on the list of parts above.

Concerning parts that should be replaced on a certain maintenance schedule: these parts remain under warranty until the first required replacement time that is specified in your **Owner's Manual**.

NOTE: If the diagnosis does not reveal a defect, the Defects Warranty does not apply.

Your Ford Motor Company dealer maintains a complete list of covered parts. For more details about the specific parts that are covered by the Defects Warranty, contact your dealer.

WHAT IS NOT COVERED?

Ford Motor Company may deny you emissions warranty coverage if your vehicle or a part does not contain a defect that affects emissions or has failed because of abuse, neglect, improper maintenance, unapproved modifications, or any items included in **What Is Not Covered?**, pages 12-15.

7. Additional information about your emissions warranty coverage, under Federal and California requirements

HOW DO I GET WARRANTY SERVICE?

To get service under your emissions warranties, take your vehicle to any Ford Motor Company dealer as soon as possible after illumination of the Malfunction Indicator Light or it has failed an EPA-approved test or a California Smog Check inspection. Be sure to show the dealer the document that says your vehicle has failed the test.

Your dealer will determine whether the repair is covered by the warranty. If the dealer has a question about Emissions Performance Warranty coverage, it will forward the question to Ford Motor Company, which must make a final decision within 30 days after you bring your vehicle in for repair. (The decision will be made within a shorter time if state, local, or federal law requires you to have the vehicle repaired more quickly in order to avoid additional penalties.) The deadline for a determination about Emissions Performance Warranty Coverage does not need to be met if you request a delay, agree to a delay in writing, or if the delay is caused by an event for which neither Ford nor your dealer is responsible. If a question about Emissions Performance Warranty coverage is referred to Ford Motor Company, you will be notified by Ford Motor Company in writing if your claim for warranty coverage is denied. The notice will explain the basis for denying your claim. If you fail to receive this notice within a timely manner, as determined above, Ford will perform the warranty repair for you free of charge.

HOW DO I HANDLE EMERGENCY REPAIRS?

If your vehicle needs an emergency warrantable repair and a Ford Motor Company dealer is not available, or if a Ford Motor Company dealer cannot perform warrantable repair(s) within 30 days of you bringing your vehicle to the dealer, repairs may be performed at any service establishment or by you using Ford equivalent replacement parts.

Ford will reimburse you for the cost of these warranty repairs including diagnosis, if you take the part(s) that are replaced and the repair receipt(s) to a Ford Motor Company dealer. The reimbursement shall not exceed Ford's suggested retail price for the warranted parts that are replaced and labor charges based on Ford's recommended time allowance for the warranty repair and the geographically appropriate hourly rate.

WHAT REPLACEMENT PARTS SHOULD I USE?

Ford Motor Company recommends that you use genuine Ford replacement parts. However, when you are having non-warranty work done on your vehicle, you may choose to use non-Ford parts. If you decide to use non-Ford parts, be sure they are equivalent to Ford parts in performance, quality, and durability. If you use replacement parts that are not equivalent to Ford parts, your vehicle's emissions control systems may not work as effectively, and you may jeopardize your emissions warranty coverage.

For vehicles within the warranty period, Ford will repair at no cost to the owner, under the Federal Emissions Warranty, covered emission failures caused by properly installed Ford parts or non-Ford parts that have been certified by the U.S. Environmental Protection Agency (EPA). Ford is not responsible for the cost of repairing any emission failures caused by non-Ford parts that have not been certified by the EPA.

The maintenance, replacement, or repair of emissions control devices or systems can be performed by any automotive repair establishment or individual using Ford replacement parts or EPA certified parts without voiding your federal warranty coverage for future repairs during the warranty period.

PROPER MAINTENANCE PRESERVES YOUR WARRANTY

If you do not maintain your vehicle properly, Ford may have the right to deny you warranty coverage.

To have repairs made under this warranty, you may have to show that you have followed Ford's instructions on properly maintaining and using your vehicle. You will find these instructions in your **Owner's Manual**. Be sure to save your service receipts and to keep accurate records of all maintenance work.

CUSTOMER ASSISTANCE

If you are not satisfied with the handling of a warranty matter, see **Customer Assistance**, on the inside front cover, and **Better Business Bureau (BBB) AUTO LINE program**, page 34.

8. Noise emissions warranty

NOISE EMISSIONS WARRANTY FOR CERTAIN LIGHT TRUCKS

Ford Motor Company warrants to the first person who purchases this vehicle for purposes other than resale and to each subsequent purchaser that this vehicle as manufactured by Ford, was designed, built and equipped to conform at the time it left Ford's control with all applicable U.S. EPA Noise Control Regulations.

This warranty covers this vehicle as designed, built and equipped by Ford Motor Company, and is not limited to any particular part, component or system of the vehicle as manufactured by Ford. Defects in design, assembly or in any part, component or system of the vehicle as manufactured by Ford, which, at the time it left Ford's control, caused noise emissions to exceed Federal standards, are covered by this warranty for the life of the vehicle.

THE NOISE EMISSIONS WARRANTY OBLIGATIONS DO NOT APPLY TO:

- loss of time, inconvenience, loss of use of the vehicle, commercial loss or, other consequential damages.
- any vehicle which is not covered by the U.S. EPA Medium and Heavy Trucks Noise Emission Standards (40 C.F.R. Part 205, Subpart B). Among the non-covered vehicles are those lacking a partially or fully enclosed operator's compartment, such as a basic stripped chassis, those having a Gross Vehicle Weight Rating of 10,000 pounds or less, and those sold outside the United States and its territories. To the extent permitted by law, THIS WARRANTY IS EXPRESSLY INSTEAD of any express or implied warranty, condition, or guarantee, agreement, or representation, by any person with respect to conformity of this vehicle with the U.S. EPA Noise Control Regulations, including ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

9. Ford Extended Service Plan

MORE PROTECTION FOR YOUR VEHICLE

You can get additional protection for your new car or light truck by purchasing a Ford Extended Service Plan (Ford ESP). Ford ESP service contracts are backed by Ford Motor Company and they provide:

- additional benefits during the warranty period depending on the plan you purchase (such as: alternative transportation and coverage for certain maintenance and wear items; coverage for certain maintenance and wear items); and
- extended protection after your Bumper to Bumper Warranty expires.

You may purchase Ford ESP from any Ford Motor Company dealer or visit our website at Ford-ESP.com. There are several Ford ESP plans available in various time, distance and deductible combinations. Each plan is tailored to fit your own driving needs, including reimbursement for towing and rental vehicles.

When you purchase Ford ESP, you receive peace-of-mind protection throughout the United States and Canada, provided by a network of Ford Motor Company dealers.

This information is subject to change. Ask your dealer for complete details about Ford ESP coverage.

10. The Better Business Bureau (BBB) AUTO LINE Program (U.S. Only)

Your satisfaction is important to Ford Motor Company and to your dealer. If a warranty concern has not been resolved using the three-step procedure outlined on the first page of the Customer Assistance section, you may be eligible to participate in the BBB AUTO LINE program.

The BBB AUTO LINE program consists of two parts — mediation and arbitration. During mediation, a representative of the BBB will contact both you and Ford Motor Company to explore options for settlement of the claim. If an agreement is not reached during mediation and your claim is eligible, you may participate in the arbitration process. An arbitration hearing will be scheduled so that you can present your case in an informal setting before an impartial person. The arbitrator will consider the testimony provided and make a decision after the hearing.

You are not bound by the decision, but should you choose to accept the BBB AUTO LINE decision, Ford must abide by the accepted decision as well. Disputes submitted to the BBB AUTO LINE program are usually decided within forty days after you file your claim with the BBB.

BBB AUTO LINE Application: Using the information provided below, please call or write to request a program application. You will be asked for your name and address, general information about your new vehicle, information about your warranty concerns, and any steps you have already taken to try to resolve them. A Customer Claim Form will be mailed that will need to be completed, signed, and returned to the BBB along with proof of ownership. Upon request, the BBB will review the claim for eligibilty under Program Summary Guidelines.

You can get more information by callng BBB AUTO LINE at 1-800-955-5100, or writing to:

BBB AUTO LINE
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1833

BBB AUTO LINE applications can also be requested by calling the Ford Motor Company Customer Relationship Center at 1-800-392-3673.

Note: Ford Motor Company reserves the right to change eligibility limitations, modify procedures, or to discontinue this process at any time without notice and without obligation.

11. State warranty enforcement laws

These state laws - sometimes called lemon laws - allow owners to receive a replacement vehicle or a refund of the purchase price, under certain circumstances. The laws vary from state to state.

To the extent your state law allows, Ford Motor Company requires that you first send us a written notification of any defects or non-conformities that you have experienced with your vehicle. (This will give us the opportunity to make any needed repairs before you pursue the remedies provided by your state's law.)

In all other states where not specifically required by state law, Ford Motor Company requests that you give us the written notice. Send your written notification to:

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

12. Important information about ambulance conversions

Ford vehicles are suitable for producing ambulances only if equipped with the **Ford Ambulance Prep Package**. In addition, Ford urges ambulance manufacturers to follow the recommendations of the **Ford Incomplete Vehicle Manual** and the **Ford Truck Body Builders Layout Book** (and pertinent supplements).

Using a Ford vehicle without the Ford Ambulance Prep Package to produce an ambulance could result in elevated underbody temperatures, fuel overpressurization, and the risk of fuel expulsion and fires. Such use also voids the Ford Bumper to Bumper Warranty and may void the Emissions Warranties.

You may determine whether the vehicle is equipped with the **Ford Ambulance Prep Package** by inspecting the information plate on the driver's rear door pillar.

You may determine whether the ambulance manufacturer has followed Ford's recommendations by contacting the ambulance manufacturer of your vehicle.

NJPA PRICE LIST

PRICE LIST: 1/1/14

TV Truck, Ford Gas E450 Chassis, 14,050 GVW with 14 ft. body

Base Configuration includes TV Truck, Ford E-450, 14,050 GVWR, gas chassis, with 14 ft. body, with Summit power control system, wireless remote control of all camera, transporter, and reel functions, 19" monitor, video overlay unit with onscreen footage, video cable reel with automatic cable level-wind, electric retrieval with variable speed control and 1000 ft. multi-conductor video cable (choice of gold of platinum), DVD recorder, choice of OZ II or OZ III pan and tilt zoom camera with built in directional LED lighting for 6" through 72" lines, choice of non-steerable Ultra Shorty 21 track transporter, USIII or WTR III track transporter with adapters for 6" through 24" pipe inspection with insertion / retrieval tool, down hole equipment system, EVO II interior with 20 gallon washdown, overhead storage cabinets, work top, Lonseal floor, Kemlite washable walls and ceilings in equipment room, rack mount console, storage cabinet, bench / storage seat, Lonseal floor, Kemlite lined walls ,and storage cabinets in the viewing room. Equipment room and viewing room separated by bulkhead wall with large safety visual window and swing out door. Delivery and 2 days training included

	PRICE	Discount	NJPA Price
Quantity of Above Base System	$162,000.00	$8,100.00	$153,900.00
Note: Above Price includes 2 days training and delivery			
Options			
Install Diesel Chassis and Onan Quiet Diesel 7.5 kw genset in lieu of gas	$14,900.00		$14,900.00
EVOII Control room w/kemlite & Lonseal, Bulkhead wall & Desk top	$15,445.00		$15,445.00
Quigley 4 X 4 Conversion	$13,200.00		$13,200.00
Flat Bed transport for Quigley conversion	$3,000.00		$3,000.00
Dual running boards for truck (Contact Factory)			
Auto Electric Steps (Contact Factory)			
Rear view 19" flat screen monitor in Equipment room with mount	$1,100.00		$1,100.00
Rear view 24" flat screen monitor mounted in Equipment room bulkhead wall	$1,600.00		$1,600.00
16 ft. body in lieu of 14 ft. body	$1,000.00		$1,000.00
Fold Down Safety Entry / Exit two step bumper	$2,250.00		$2,250.00
Pull out transporter / camera transporter draw in kickplate with grated bottom	$1,390.00		$1,390.00
Workbench on TV Reel	$750.00		$750.00
Pedestal Crane	$2,900.00		$2,900.00
Reel Mounted Crane	$4,015.00		$4,015.00
Led Traffic Director	$1,181.00		$1,181.00
Hide away stobe kit	$998.00		$998.00
Pintel Hitch	$415.00		$415.00
Slide out drawer for Cutter	$1,200.00		$1,200.00
Lockable storage cabinet under chassis	$750.00		$750.00
Rear Awning	$1,329.00		$1,329.00
Bumper mounted Safety Cone	$150.00		$150.00
Back up camera for chassis	$940.00		$940.00
Cool Cat side mount AC	$2,428.00		$2,428.00
Cool Cat side mount AC in lieu of roof mount	$1,095.00		$1,095.00
Wall mounted heater	$430.00		$430.00
Eye wash station	$136.00		$136.00
12 x 12 Access Door	$278.00		$278.00
Foul weather door	$386.00		$386.00
Kemlite for walls	$1,800.00		$1,800.00
Lonseal Flooring	$1,900.00		$1,900.00
Upper cabinet control room	$750.00		$750.00
Desk top Control room	$695.00		$695.00
Closet	$1,286.00		$1,286.00
Double closet	$1,800.00		$1,800.00
Wash down with work top, sink and upper cabinet	$2,900.00		$2,900.00
Ambient Lighting Package	$3,900.00		$3,900.00
5 Drawer Tool Chest	$750.00		$750.00
7 Drawer Tool Chest	$1,202.00		$1,202.00
Spotlight	$446.00		$446.00
Vise	$219.00		$219.00
New TV Reel	$12,250.00		$12,250.00
1000' Gold cable	$5,211.00		$5,211.00
Spare Pan and Tilt Camera	$17,900.00		$17,900.00

Summit PCU & CCU with wired controller	$14,750.00	$14,750.00
Wireless controller	$450.00	$450.00
Upgrade Existing Reel for Summit Controls	$1,900.00	$1,900.00
Automtic payout retro for existing video cable reel	$5,900.00	$5,900.00
Adapter Tube to use OZ III on Steerble or non Steerable US 21 track or Steerable Pipe Ranger	$2,380.00	$2,380.00
Zoom Pan and Tilt Camera	$18,800.00	$18,800.00
Xenox lighting for Camera in lieu of LED lighting in base	$0.00	$0.00
Substitute steerable CPR wheeled transporter for 6"-24" pipe for the track tranporter in base	$9,229.00	$9,229.00
Substitute non steerable Pipe Ranger wheeled transporter for 8"-60" pipe for the track tranporter in base	$6,900.00	$6,900.00
Substitute steerable Pipe Ranger wheeled transporter for 8"-60" pipe for the track tranporter in base	$9,983.00	$9,983.00
Add standard non steering Pipe Ranger wheeled transporter for 8"-60" pipe in addition to track transporter in base	$18,334.00	$18,334.00
Add standard steerable Pipe Ranger wheeled transporter for 8"-60" pipe in addition to track transporter in base	$21,417.00	$21,417.00
Add additional compact non steering WTR wheeled transporter for 6"-24" pipe in addition to transporter in base	$17,334.00	$17,334.00
Add additional compact non steering WTR track transporter for 6"-24" pipe in addition to transporter in base	$12,380.00	$12,380.00
Add compact steerable CPR wheeled transporter for 6"-24" pipe in addition to track transporter in base	$20,663.00	$20,663.00
6" rubber tires for compact wheeled transporter	$750.00	$750.00
8" rubber tires for compact wheeled transporter	$1,064.00	$1,064.00
10-15"rubber tires for compact wheeled transporter	$1,124.00	$1,124.00
Spacer Kit for Compact Pipe Ranger wheel kits	$1,793.00	$1,793.00
6" high traction steel tires for compact wheeled transporter	$1,519.00	$1,519.00
8" high traction steel tires for compact wheeled transporter	$1,550.00	$1,550.00
10"-15" high traction steel tires for compact wheeled transporter	$1,611.00	$1,611.00
Pneumatic Tires for compact wheeled transporter (use with lift)	$1,627.00	$1,627.00
7" high traction steel tires for large wheeled transporter	$900.00	$900.00
8" high traction steel tires for large wheeled transporter	$748.00	$748.00
10"-15" high traction tires for large wheeled transporter	$815.00	$815.00
Pneumatic Tires for large wheeled transporter	$900.00	$900.00
Mechanical Camera lift for standard wheeled transporter:	$1,785.00	$1,785.00
Mechanical Camera lift for compact wheeled transporter:	$2,850.00	$2,850.00
Electric Lift for compact or standard wheeled transporter	$5,900.00	$5,900.00
Track conversion kit w/ transmission for compact non-steering wheeled transporter	$3,900.00	$3,900.00
Wheel conversion kit w/ transmission for compact non-steering track transporter	$6,600.00	$6,600.00
Automtic payout for video cable reel	$2,900.00	$2,900.00
Rear view camera for compact or standard steerable wheeled transporters	$3,500.00	$3,500.00
Built in inclinometer to detect and display pipeline gradient, OZ II or OZ III	$4,200.00	$4,200.00
Laser crack/offset/separation measurement system for OZ II or OZ III	$7,500.00	$7,500.00
Laser Profiler System, 6"-15" pipe, all hardware, software, 3 days training	$28,000.00	$28,000.00
Laser Profiler System, 12"-48" pipe, all hardware, software, 3 days training	$64,000.00	$64,000.00
Laser Profiler System, 8"-24" pipe, all hardware, software, 3 days training	$44,000.00	$44,000.00
Laser Profiler adapter for wheeled transporter	$54.00	$54.00
Laser Profiler adapter for compact wheeled transporter	$104.00	$104.00
Built in Sonde for locating in OZ II or OZ III camera	$2,150.00	$2,150.00
Granite XP Software , rack mt. computer, monitor, printer, 2 days training,	$18,500.00	$18,500.00
Granite Lite Inspection Software on Laptop Computer, 2 days training,	$9,900.00	$9,900.00
Granite Lite Inspection Software,rack mt comp.mon.printer 2 days training	$11,000.00	$11,000.00
Customer Supplied Computer to Granite XP Specifications	-$1,800.00	-$1,800.00
Granite XP Software only	$14,000.00	$14,000.00
Granite XP Inspection Lite Software only	$6,500.00	$6,500.00
Add NASSCO/PACP module for Granite XP or Granite Lite	$2,450.00	$2,450.00
Add Inclinometer module for Granite XP	$1,990.00	$1,990.00
Add Granite XP ESRI Module, query module, map module, 2 days webex.	$12,900.00	$12,900.00
Enhanced Granite XP Software Support Package	$1,800.00	$1,800.00
Granite Lite Support Plan	$650.00	$650.00
Manhole Assets Module for Granite XP	$2,950.00	$2,950.00
Grout Module for Granite XP	$2,950.00	$2,950.00

Granite XP Scheduler Module	$600.00	$600.00
Granite XP Scoring Module with Training (Requires Enterprise Module)	$2,995.00	$2,995.00
Lateral Module for Granite XP or Granite Lite	$2,950.00	$2,950.00
Engineering Module for Granite XP & Granite Lite - edits inspection in office	$695.00	$695.00
Enterprise Office Module for Granite XP –edits, creates inspections, compatible with ACCESS, Oracle,	$8,500.00	$8,500.00
Granite XP Mapping Stick with GPS Software	$10,446.00	$10,446.00
Lite Stick Pole Camera with wireless tranmission to truck	$5,532.00	$5,532.00
Quick Zoom Pole Camera, NO DVR, Vest, LCD Screen, Wireless to truck	$13,698.00	$13,698.00
Quick Zoom Pole Camera, with DVR, Vest, LCD Screen, Wireless to truck	$16,568.00	$16,568.00
LAMP II Wheeled lateral launcher, zoom for 6"-15" pipe/3"-8" laterals, rear view camera, 120' fiberglass push cable & double data for 1208 system, 1 day of training	$100,175.00	$100,175.00
LAMP II wheeled Lat. Launcher, Zoom for 6"-15" pipe/ 3'-8" laterals, w/1 day of training	$89,601.00	$89,601.00
Large Pipe24-36" Kit for Lamp II System	$2,759.00	$2,759.00
Spare 120' fiberglass push cable	$1,365.00	$1,365.00
Spare PSIII lateral camera with auto upright and built in sonde	$5,016.00	$5,016.00
Upgrade to Pan and tilt in lieu of fixed view	$10,884.00	$10,884.00
Upgrade to pan and tilt in addition to fixed view camera	$15,900.00	$15,900.00
Rear Camera for Lamp II system	$3,500.00	$3,500.00
Pneumatic Tire kit w/ angled chutes 24"-36"	$2,758.00	$2,758.00
14" Pneumatic wheel kit	$1,106.00	$1,106.00
LAMP I track Lateral Launcher for 8"-30 pipe/ 3"-8" laterals, 1 train	$49,900.00	$49,900.00
Double Data for LAMP lateral and mainline footage, LAMP I or II	$4,400.00	$4,400.00
Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	$95,000.00	$95,000.00
Lateral Grout System, for Logiball, control, 3/4 hp vacuum pump, 1 day train.	$11,200.00	$11,200.00
Low VI Grout System, pneumatic, controller, tanks, **CAT** pump system for mainlines,2 train.	$118,000.00	$118,000.00
HI- Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	$105,000.00	$105,000.00
Lateral Grout System, for Logiball, control, 3/4 hp vacuum pump, 1 day train.	$19,900.00	$19,900.00
Digital Electronic Grout panel/Modulear Grout System with Graphical User Interface in lieu of analog panel	$24,000.00	$24,000.00
6" Multi Grout Packer Assembly	$2,200.00	$2,200.00
8" LV Packer Assembly	$3,600.00	$3,600.00
10" LV Packer Assembly	$3,700.00	$3,700.00
12" LV Packer Assembly	$3,800.00	$3,800.00
15" LV Packer Assembly	$4,200.00	$4,200.00
18" Collapsible LV Packer Assembly	$6,900.00	$6,900.00
20" Collapsible LV Packer Assembly	$7,600.00	$7,600.00
21" Collapsible LV Packer Assembly	$7,800.00	$7,800.00
24" Collapsible LV Packer Assembly	$7,900.00	$7,900.00
30" Collapsible LV Packer Assembly	$8,700.00	$8,700.00
36" Collapsible LV Packer Assembly	$9,900.00	$9,900.00
42" Collapsible LV Packer Assembly	$11,400.00	$11,400.00
Labor to Upgrade to Grout Unit	$10,000.00	$10,000.00
068 speed air compressor	$639.00	$639.00
Retractable air hose reel	$474.00	$474.00
4.0 CFM air compressor w/ 30 gallon tank and air hose reel	$4,273.00	$4,273.00
Electric Winch 1,000' 3/8" SST	$7,528.00	$7,528.00
Foot pedal for electric winch	$3,111.00	$3,111.00
500' 14/4 power cord reel for winch	$2,157.00	$2,157.00
Float w/ arms	$3,954.00	$3,954.00
Float line Reel	$481.00	$481.00
Cutter System, lateral cutter, 6"-15" pipe, cut reel, 500 ft. air hose, 1 day train	$50,000.00	$50,000.00
Spare Kangaroo Cutter- Cutter Only	$18,810.00	$18,810.00
6" Skid assy for OZIII	$1,979.00	$1,979.00
6" Skid Assy for OZII	$1,035.00	$1,035.00
8-15" Skid assy	$1,109.00	$1,109.00
8-30" Skid Assy	$1,494.00	$1,494.00

36-60" Skid Plates	$868.00	$868.00
Customer Supplied chassis	-$28,000.00	-$28,000.00
Cargo Van,Full height bubble top w/ Exd Wheel base in lieu of Ford E-450 gas	$4,930.00	$4,930.00
3500 DRW gas chassis, 12000 GVW, 12 ft. body in lieu of Ford E-450 gas	-$3,270.00	-$3,270.00
Sprinter Chassis 3500 inverter,in lieu of Ford E-450, 14 ft. body, and gas Gen. .	$17,302.00	$17,302.00
Sprinter cab chassis diesel,in lieu of Ford E-450 gas	$9,821.00	$9,821.00
Ford F-550 diesel chassis, Onan QD,19000 GVW /gen in lieu of Ford E-450 gas chassis, gas gen with 14 ft. body	$18,111.00	$18,111.00
Chevy 4500 gas Chassis, 14,200 GVW, 14 ft. body in lieu of Ford E-450 gas chassis, gas gen with 14 ft. body	$813.00	$813.00
Chevy 4500 Diesel Chassis, 14,200 GVW, 14 ft. body in lieu of Ford E-450 gas chassis, gas gen with 14 ft. body	$16,767.00	$16,767.00
Ford F-450 gaschassis, in lieu of Ford E-450 gas chassis	$4,145.00	$4,145.00
Ford F-450 diesel chassis, Onan QD gen, 14 ft. body in lieu of Ford E-450 gas chassis with 14 ft. body	$15,944.00	$15,944.00
Customer Supplied Truck Body instead of CUES supplied	-$9,100.00	-$9,100.00
Add CUES Universal Digital Side Scanning Camera System- (DUC)	$102,405.00	$102,405.00
Factory Labor Rate Per Hour (Orlando, Atlanta, or CA)	$120.00	$120.00
On Site Labor Rate (Includes Transportation / Per Diem): $1180 per Day	$1,180.00	$1,180.00
RETRO FIT OF EXISTING CUSTOMER UNIT		
EVOII Control room w/kemlite & Lonseal, Bulkhead wall & Desk top	$15,445.00	$15,445.00
Quigley 4 X 4 Conversion	$13,200.00	$13,200.00
Flat Bed transport for Quigley conversion	$3,000.00	$3,000.00
Led Traffic Director	$1,181.00	$1,181.00
Hide away stobe kit	$998.00	$998.00
Pintel Hitch	$415.00	$415.00
Slide out drawer for Cutter	$1,200.00	$1,200.00
Lockable storage cabinet under chassis	$750.00	$750.00
Rear Awning	$1,329.00	$1,329.00
Bumper mounted Safety Cone	$150.00	$150.00
Back up camera for chassis	$940.00	$940.00
Cool Cat side mount AC	$2,428.00	$2,428.00
Cool Cat side mount AC in lieu of roof mount	$1,095.00	$1,095.00
Wall mounted heater	$430.00	$430.00
Eye wash station	$136.00	$136.00
12 x 12 Access Door	$278.00	$278.00
Foul weather door	$386.00	$386.00
Kemlite for walls	$1,800.00	$1,800.00
Lonseal Flooring	$1,900.00	$1,900.00
Upper cabinet control room	$750.00	$750.00
Desk top Control room	$695.00	$695.00
Closet	$1,286.00	$1,286.00
Double closet	$1,800.00	$1,800.00
Wash down with work top and upper cabinet	$2,900.00	$2,900.00
5 Drawer Tool Chest	$750.00	$750.00
7 Drawer Tool Chest	$1,202.00	$1,202.00
Spotlight	$446.00	$446.00
Vise	$219.00	$219.00
New TV Reel	$12,250.00	$12,250.00
1000' Gold cable	$5,211.00	$5,211.00
Automtic payout for new video cable reel	$2,900.00	$2,900.00
Rear view flat screen monitor in Equipment room with mount	$1,850.00	$1,850.00
Summit PCU & CCU with wired controller	$14,750.00	$14,750.00
Wireless controller	$450.00	$450.00
Upgrade Existing Reel for Summit Controls	$1,900.00	$1,900.00
Automtic payout retro for existing video cable reel	$5,900.00	$5,900.00
Spare Pan and Tilt Camera	$17,900.00	$17,900.00
Adapter Tube to use OZ III on Steerble or non Steerable US 21 track or Steerable Pipe Ranger	$2,380.00	$2,380.00

Spare Zoom Pan and Tilt Camera	$18,800.00	$18,800.00
Substitute non steerable compact wheeled transporter for 6"-24" pipe for the track tranporter	$5,900.00	$5,900.00
Substitute non steerable standard wheeled transporter for 8"-60" pipe for the track tranporter	$6,900.00	$6,900.00
Add standard non steering wheeled transporter for 8"-60" pipe	$13,890.00	$13,890.00
Add compact non steering wheeled transporter for 6"-24" pipe	$17,334.00	$17,334.00
Add steering to wheeled transporter for 8"-60" pipe	$3,083.00	$3,083.00
Add steering to wheeled transporter for 6"-30" pipe	$3,329.00	$3,329.00
8" high traction steel tires for compact or standard wheeled transporter	$1,550.00	$1,550.00
10"-15" high traction tires for compact or standard wheeled transporter	$1,611.00	$1,611.00
6" high traction tires for compact or standard wheeled transporter	$1,519.00	$1,519.00
Pneumatic Tires for compact or std wheeled transporter (use with lift)	$1,627.00	$1,627.00
7" high traction steel tires for large wheeled transporter	$900.00	$900.00
8" high traction steel tires for large wheeled transporter	$748.00	$748.00
10"-15" high traction tires for large wheeled transporter	$815.00	$815.00
Pneumatic Tires for large wheeled transporter	$900.00	$900.00
Mechanical Camera lift for standard wheeled transporter:	$1,785.00	$1,785.00
Mechanical Camera lift for compact wheeled transporter:	$2,850.00	$2,850.00
Electric Lift for compact or standard wheeled transporter	$5,900.00	$5,900.00
Track conversion kit w/ transmission for compact non-steering wheeled transporter	$3,900.00	$3,900.00
Wheel conversion kit w/ transmission for compact non-steering track transporter	$6,600.00	$6,600.00
Rear view camera for compact or standard steerable wheeled transporters	$3,500.00	$3,500.00
Built in inclinometer to detect and display pipeline gradient, OZ II or OZ III	$4,200.00	$4,200.00
Laser crack/offset/separation measurement system for OZ II or OZ III	$7,500.00	$7,500.00
Laser Profiler System, 6"-15" pipe, all hardware, software, 3 days training	$28,000.00	$28,000.00
Laser Profiler System, 12"-48" pipe, all hardware, software, 3 days training	$64,000.00	$64,000.00
Laser Profiler System, 8"-24" pipe, all hardware, software, 3 days training	$44,000.00	$44,000.00
Laser Profiler adapter for wheeled transporter	$54.00	$54.00
Laser Profiler adapter for compact wheeled transporter	$104.00	$104.00
Built in Sonde for locating in OZ II or OZ III camera	$2,150.00	$2,150.00
Granite XP Software , rack mt. computer, monitor, printer, 2 days training,	$18,500.00	$18,500.00
Granite Lite Inspection Software on Laptop Computer, 2 days training,	$9,900.00	$9,900.00
Granite Lite Inspection Software,rack mt comp.mon.printer 2 days training	$11,000.00	$11,000.00
Customer Supplied Computer to Granite XP Specifications	-$1,800.00	-$1,800.00
Granite XP Software only	$14,000.00	$14,000.00
Granite XP Inspection Lite Software only	$6,500.00	$6,500.00
Add NASSCO /PACP module for Granite XP or Granite Lite	$2,450.00	$2,450.00
Add Inclinometer module for Granite XP	$1,990.00	$1,990.00
Add Granite XP ESRI Module, query module, map module, 2 days training via Go To Meeting for implemntation	$12,900.00	$12,900.00
Granite Inspection Lite Support Plan	$650.00	$650.00
Enhanced Granite XP Software Support Package	$1,800.00	$1,800.00
Manhole Assets Module for Granite XP or Granite Lite	$2,950.00	$2,950.00
Grout Module for Granite XP	$2,950.00	$2,950.00
Granite XP Scheduler Module	$600.00	$600.00
Granite XP Scoring Module with Training (Requires Enterprise Module)	$2,995.00	$2,995.00
Lateral Module for Granite XP or Granite Lite	$2,950.00	$2,950.00
Engineering Module for Granite XP or Granite Lite, edits inspections	$695.00	$695.00
Enterprise Office Module for Granite XP or Granite Lite –edits, creates inspections, compatible with ACCESS, Oracle, Sequel Server Data bases	$8,500.00	$8,500.00
Granite XP Mapping Stick with GPS Software	$10,446.00	$10,446.00
Cat 5 connection	$85.00	$85.00
Lite Stick Pole Camera with wireless tranmission to truck	$5,532.00	$5,532.00
Quick Zoom Pole Camera, with DVR, Vest, LCD Screen, Wireless to truck	$16,568.00	$16,568.00
Quick Zoom Pole Camera, no DVR, Vest, LCD Screen, Wireless to truck	$13,698.00	$13,698.00
Fold Down Safety Entry / Exit two step bumper	$2,250.00	$2,250.00
Pull out transporter / camera transporter draw in kickplate with grated bottom	$1,390.00	$1,390.00
Pedestal Crane (non published)	$2,900.00	$2,900.00
Reel Crane (non published)	$4,015.00	$4,015.00
Workbench on TV Reel	$750.00	$750.00

LAMP II wheeled Lat. Launcher, Zoom for 6"-15" pipe/ 3'-8" laterals, rear view camera 120' fiberglass push cable & Double data for 1208 system w/1 train.	$100,175.00	$100,175.00
LAMP II wheeled Lat. Launcher, Zoom for 6"-15" pipe/ 3'-8" laterals, rear view camera 120' fiberglass push cable for Summit system w/1 train.	$89,601.00	$89,601.00
Large Pipe24-36" Kit for Lamp II System	$2,759.00	$2,759.00
Spare 120' fiberglass push cable	$1,365.00	$1,365.00
Spare PSIII lateral camera with auto upright and built in sonde	$5,016.00	$5,016.00
Upgrade to Pan and tilt in lieu of fixed view	$10,884.00	$10,884.00
Upgrade to pan and tilt in addition to fixed view camera	$15,900.00	$15,900.00
LAMP I track Lateral Launcher for 8"-30 pipe/ 3"-8" laterals, 1 train	$49,900.00	$49,900.00
Double Data for LAMP lateral and mainline footage, LAMP I or II	$4,400.00	$4,400.00
Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	$95,000.00	$95,000.00
Low VI Grout System, pneumatic, controller, tanks, CAT pump system for mainlines,2 train.	$118,000.00	$118,000.00
HI- Low VI Grout System, pneumatic, controller, tanks, pump system for mainlines,2 train.	$105,000.00	$105,000.00
Lateral Grout System, for Logiball, control, 3/4 hp vacuum pump, 1 day train.	$19,900.00	$19,900.00
Labor to Upgrade to Grout Unit	$10,000.00	$10,000.00
068 speed air compressor	$639.00	$639.00
Retractable air hose reel	$474.00	$474.00
4.0 CFM air compressor w/ 30 gallon tank and air hose reel	$4,273.00	$4,273.00
Electric Winch 1,000' 3/8" SST	$7,528.00	$7,528.00
Foot pedal for electric winch	$3,111.00	$3,111.00
500' 14/4 power cord reel for winch	$2,157.00	$2,157.00
Float w/ arms	$3,954.00	$3,954.00
Float line Reel	$481.00	$481.00
6" Skid assy for OZIII	$1,979.00	$1,979.00
6" Skid Assy for OZII	$1,035.00	$1,035.00
8-15" Skid assy	$1,109.00	$1,109.00
8-30" Skid Assy	$1,494.00	$1,494.00
36-60" Skid Plates	$868.00	$868.00
6" MULTIGROUTPACKER ASSEMBLY	$2,200.00	$2,200.00
8" LV PACKER ASSEMBLY	$3,600.00	$3,600.00
10" LV PACKER ASSEMBLY	$3,700.00	$3,700.00
12" LV PACKER ASSEMBLY	$3,800.00	$3,800.00
15" LV PACKER ASSEMBLY	$4,200.00	$4,200.00
18" COLLAPSIBLE LV PACKER ASSEMBLY	$6,900.00	$6,900.00
20" COLLAPSIBLE LV PACKER ASSEMBLY	$7,600.00	$7,600.00
21" COLLAPSIBLE LV PACKER ASSEMBLY	$7,800.00	$7,800.00
24" COLLAPSIBLE LV PACKER ASSEMBLY	$7,900.00	$7,900.00
30" COLLAPSIBLE LV PACKER ASSEMBLY	$8,700.00	$8,700.00
36" COLLAPSIBLE LV PACKER ASSEMBLY	$9,900.00	$9,900.00
42" COLLAPSIBLE LV PACKER ASSEMBLY	$11,400.00	$11,400.00
Cutter System, lateral cutter, 6"-15" pipe, cut reel, 500 ft. air hose, 1 day train	$50,000.00	$50,000.00
Digital Electronic Grout panel/Modulear Grout System with Graphical User Interface in lieu of analog panel	$24,000.00	$24,000.00
Spare Kangaroo Cutter- Cutter Only	$18,810.00	$18,810.00
Add CUES Universal Digital Side Scanning Camera System- (DUC)	$102,405.00	$102,405.00
Factory Labor Rate Per Hour (Orlando, Atlanta, or CA)	$120.00	$120.00
On Site Labor Rate (Includes Transportation / Per Diem): $1180 per Day	$1,180.00	$1,180.00

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** City Clerk's Office

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EXECUTIVE BRIEF

TITLE:
Ratify board members to the various City advisory boards

SUMMARY:
This item is to ratify the following appointments / reappointments:

City Recreation Advisory Board:
Mayor's reappointment of Jamas Ward for a term ending on July 31, 2017

City Tree Board:
Mayor's appointment of Deborah Crawford to fill an unexpired term ending on July 31, 2016

Historic Resources Preservation Advisory Board:
Commissioner Amoroso's reappointment of Wes Blackman for a term ending on July 31, 2017
Commissioner Szerdi's appointment of Darrin Engel to fill an unexpired term ending in July 31, 2017

Planning and Zoning Board:
Commissioner Amoroso's appointment of Cynthia Brown to fill an unexpired term ending on July 31, 2015

Firefighters' Trust Fund Board of Trustees:
Vice Mayor's reappointment of Valerie Hurley for a term ending in July 31, 2016

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.

MOTION:
I move to ratify Mayor Pam Triolo's reappointment of Jamas Ward to the City Recreation Advisory Board for a term ending in July 31, 2017, and Deborah Crawford to the City Tree Board for an unexpired term ending in July 31, 2016; ratify Commissioner Andy Amoroso's reappointment of Wes Blackman to the Historic Resources Preservation Board for a term ending in July 31, 2017, and appointment of Cynthia Brown to the Planning and Zoning Board for an unexpired term ending in July 31, 2015; Commissioner Szerdi's appointment of Darrin Engel to the Historic Resources Preservation Board for an unexpired term ending in July 31, 2017; and Vice Mayor's Scott Maxwell's reappointment of Valerie Hurley to the Firefighters' Trust Fund Board of Trustees for a term ending in July 31, 2016.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Board Membership Applications

Reappointed by Mayor

APPLICANT'S NAME: Jamas Ward
(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 *
X City Recreation Advisory Board
___ City Tree Board
___ Community Redevelopment Agency *
___ Construction Board of Adjustments and Appeals **
___ Electric Utility Advisory Board
___ Finance Advisory Board
___ Historic Resources Preservation Board **
___ Library Board
___ Planning & Zoning Board * **
___ Sister City Board

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* Jamas Ward
(print)

Residence: 925 South B Street

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 572-1163 Business Phone: (561) 249-6264

Cell Phone: (561) 572-1163 Email Address: jamas@comcast.net

Are you a citizen of the United States? Y

Are you a registered Palm Beach County voter? Y

Are you a registered Lake Worth voter? Y

How long have you been a resident of Lake Worth? 15yr.

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

What is your occupation? President/CEO

Employer? FB Enterprise LLC

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? Y

If so, which board? City Recreation Advisory Board

Have you ever served on a City of Lake Worth board? Y

If so, when and which board(s)? City Recreation Advisory Board

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? Y

If yes, please name the board, position, etc. Memorial Park Neighborhood Association

2. **EDUCATION**
High School: John I. Leonard Date of Graduation: 1995

College: Palm Beach C.C. Degree: Child Devlepment Date of Graduation: 2000

Resume attached? yes X no _____

3. **WORK EXPERIENCE**

4. **INTEREST/ACTIVITIES**

5. **COMMUNITY INVOLVEMENT**

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

To help better our city and kids

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

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

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

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

PLEASE INITIAL JW

Jamas Ward

Digitally signed by Jamas Ward
DN: cn=Jamas Ward, o=Top Flight Aviation Services, ou, email=jamas@topflightairlineservices.com, c=US
Date: 2014.05.29 13:52:53 -04'00'

Signature

May 29,2014

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 the 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

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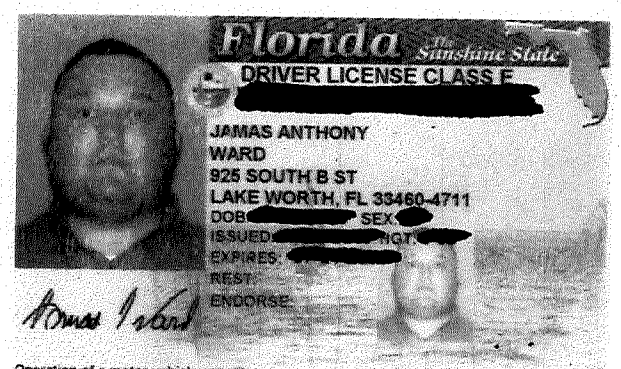

Florida The Sunshine State

DRIVER LICENSE CLASS E

[redacted]

JAMAS ANTHONY
WARD
925 SOUTH B ST
LAKE WORTH, FL 33460-4711
DOB [redacted] SEX [redacted]
ISSUED [redacted] HGT [redacted]
EXPIRES: [redacted]
RESTR:
ENDORSE:

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

(ORIGINAL) Appointed By Mayor to the Board Exp JAN 2015

APPLICANT'S NAME: Deborah A. CRAWFORD
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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___ Board of Trustees Employees' Retirement System *
___ Board of Trustees Firefighters' Pension Trust Fund *
___ Board of Trustees Police Retirement System *
___ City Recreation Advisory Board
#1 ✓ 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 (also serves as Board of Signs Appeals and Nuisance Abatement) **
#2 Sister City Board ~~I speak French~~

City Commission JAN 23 2014 CLW - Received

* 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) Deborah A. Crawford (print)

Residence: 170 HARVARD DRIVE

City: LAKE WORTH State: FL ZIP Code: 33460

Proof of residency attached: see FL Driver's License

Mailing Address: (if different from residence)

City: N/A State: _____ ZIP Code: _____

Home Phone: (561) 582-5910 Business Phone: (561) 422-5744

Cell Phone: (561) 951-1586 Email Address: 170harvard@gmail.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? 13 YEARS

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

170 Harvard Drive = Residence

What is your occupation? Registered Nurse

Employer? West Palm Bch V.A. Medical Ctr.

Business Address: (CRA board only) Blue Heron Blvd, WPB, FL

Are you currently serving on any City advisory Board? NO

If so, which board? N/A

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

If so, when and which board(s)? N/A

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

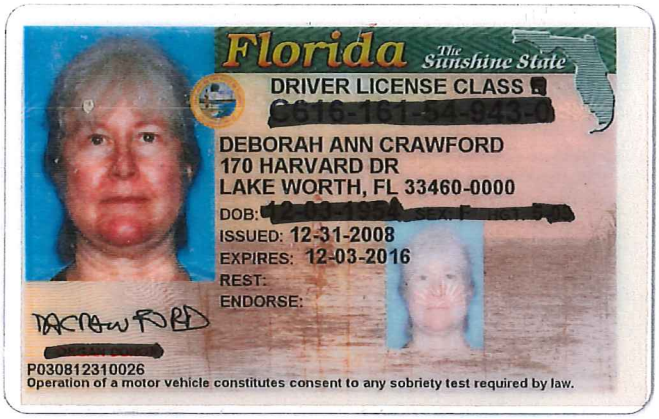
Gardening has greatly improved my own Quality of Life. I earned my Master Gardener Certificate in 2011 from U. of F. PBCty Extension and would like to contribute to the Great City of Lake Worth by serving on the Tree Board. I have planted 20 trees on my property in the past 13 years.

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

I speak French, lived in France for 3 years. Was a Peace Corps Volunteer in Niger, West Africa for 3 years. I travel to other continents every year. Would love to represent our Fair city. Speak some Spanish.

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

N/A



Florida The Sunshine State

DRIVER LICENSE CLASS [redacted]

[redacted]

DEBORAH ANN CRAWFORD
170 HARVARD DR
LAKE WORTH, FL 33460-0000

DOB: [redacted]

ISSUED: 12-31-2008

EXPIRES: 12-03-2016

REST:

ENDORSE:

DACRAW FORD

[redacted]

P030812310026

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

Reappointed by Comm Amoroso

APPLICANT'S NAME: Wes Blackman
(Print name)

VOLUNTEER ADVISORY BOARD APPLICATION

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___ 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
XX Historic Resources Preservation Board **
___ Library Board
___ Planning & Zoning Board * **
___ Sister City Board

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* Wes Blackman
(print)

Residence: 241 Columbia Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: Portion of Utility Bill

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (561) 3008 0364 Email Address: wesblackman@gmail.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? 22 years

List all properties owned and/or business interests in Lake Worth? _____
241 Columbia Drive

What is your occupation? Urban Planner

Employer? Self

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? Yes

If so, which board? HRPB

Have you ever served on a City of Lake Worth board? Yes

If so, when and which board(s)? PZHRPB, CRA, HRPB,
Leisure Services

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? Yes

If yes, please name the board, position, etc. Palm Beach County Land Development Regulation Advisory Board

2. **EDUCATION**
High School: Okemos High School Date of Graduation: 1979

College: Alma College Degree: BA Date of Graduation: 1983

Resume attached? yes XXX no _____

3. **WORK EXPERIENCE**

See resume for more detail - Economic Development, Urban planning zoning, historic preservation, project management, public relations

4. **INTEREST/ACTIVITIES**

Photography, biking, pets, instrumental and vocal music, antique cars

5. **COMMUNITY INVOLVEMENT**

Board of Directors, College Park Neighborhood Association

Cottages of Lake Worth Board

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

I currently serve on this board and would like to continue my service to the community.

I meet the professional representation requirement as I am an urban planner

with a background in historic preservation. Have served a number of years and have institutional knowledge.

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

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

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

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

PLEASE INITIAL _____

_____ Signature

6/2/14 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 the 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

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ACCOU

SERVI(

City of Lake Worth

P.O. Box 30552
Tampa, FL 33630-3552
Phone (561) 533-7300 8 A.M. - 5 P.M. (M-F)
customer_service@lakeworth.org
[redacted]

A

CHARLES BLACKMAN
241 COLUMBIA DR
LAKE WORTH FL 33460-6201

153 20-03

153 --- PLEASE RETURN TOP PORTION WI

CUSTOMER STATEMENT

STATEMENT DATE: [redacted]
CUSTOMER NAME: CHARLES BLACKMAN
SERVICE ADDRESS: 241 COLUMBIA DR

LAST BILL AMOUNT	PAYMENTS	ADJUSTMENTS	PREVIOUS BALANCE

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* Darrin John Engel
(print)

Residence: 313 South Lakeside Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (_____) _____ Email Address: _____

Please see Attached Résumé

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? 1 yr + 1.5 yr.

List all properties owned and/or business interests in Lake Worth? None

_____

What is your occupation? Architect, Project Manager, Historic Preservationist

Employer? REG Architects, Inc.

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. _____

1. **PERSONAL**

Name: Mr./Mrs./Ms. *(circle one)* Darrin John Engel
(print)

Residence: 313 South Lakeside Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: _____

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (_____) _____ Email Address: _____

Are you a citizen of the United States? Yes

Are you a registered Palm Beach County voter? Yes

Are you a registered Lake Worth voter? Yes

How long have you been a resident of Lake Worth? 1 yr + 1.5 yr.

List all properties owned and/or business interests in Lake Worth? None

What is your occupation? Architect, Project Manager, Historic Preservationist

Employer? REG Architects, Inc.

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: Slinger High School Date of Graduation: 5-83

College: Univ.Wisc.-Milwaukee Degree: B.S.A.S Date of Graduation: 5-95

Resume attached? yes X no _____

3. **WORK EXPERIENCE**

REG Architects, Inc.; Sr. Project Manager

Mayer Helminiak Architects, LLC; Project Manager

City of Lake Worth, Urban Designer & Historic Preservationist

See Resume for Additional

4. **INTEREST/ACTIVITIES**

Urban Architecture, Arch. History, Historic Preservation, Building Restoration,

Urban Design & Planning, Environment Stainability, Carpentry,

Property Investment & Redevelopment, Bike Riding, Conoeing/Kayaking, etc.

5. **COMMUNITY INVOLVEMENT**

Vice President, Bryant Park Neighborhood Assoc.; Past Board

Member & Committee Chair, Forward Bay View; Past Vice President,

Lower East Side Neighborhood Assoc.; E.S.L. Tudor with J.F.S.

See Resume for Additional

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

I have extensive experience with Historic Preservation in my career and personal life. Career highlights include writing a Feasibilty Study and Restoration Plan for the 1916 Palm Beach County Courthouse and the award winning restoration of the 1924 Art Deco Ambassador Hotel. Personal experience includes hands on restoration of houses and investment properties, some dating back to the 1870's.

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

I have extensive career experience and knowledge of Urban Planning and Design. Experience includes designing Site Plans and doing Site Plan reviews. My beliefs of Environmental Sustainability and Historic Preservation can be incorported into P&Z issues to help improve the quality of life in Lake Worth.

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

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

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

PLEASE INITIAL _____

_____ Signature

June 16th, 2014
_____ Date

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

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or

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or

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Lake Worth, FL 33460

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City of Lake Worth

P.O. Box 30552
Tampa, FL 33630-3552
Phone (561) 533-7300 8 A.M. - 5 P.M. (M-F)
customer service@lakeworth.org

ACCOUNT NUMBER:	[redacted]
SERVICE ADDRESS:	313 S LAKESIDE DR
BILL DATE:	1/22/14
DUE DATE:	[redacted]
AMOUNT DUE:	[redacted]

#BWNCTHZ
#0001848830378643#

DARRIN ENGEL
[redacted]
313 S LAKESIDE DR FRNT
LAKE WORTH FL 33460-4686

OPTIONAL DONATION
CARE TO SHARE
(TAX DEDUCTIBLE)
$ ENTER DONATION HERE

AMOUNT ENCLOSED
$ ENTER TOTAL HERE

00018488300003786400000010139

961 13-02

961

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT

CUSTOMER STATEMENT

STATEMENT DATE: 1/22/14
CUSTOMER NAME: DARRIN ENGEL
SERVICE ADDRESS: 313 S LAKESIDE DR

ACCOUNT NUMBER: [redacted]
SERVICE DATES: 12/12/13 to 01/14/14
SERVICE DAYS: 33
CYCLE/ROUTE: 13-02

LAST BILL AMOUNT		PAYMENTS		ADJUSTMENTS		PREVIOUS BALANCE		NEW CHARGES	TOTAL NOW DUE	NEW CHARGES DUE BY
[redacted]	-	[redacted]	+	[redacted]	=	[redacted]	+	[redacted]	[redacted]	2/18/14

ELECTRIC

METER READING

CURRENT	[redacted]
PREVIOUS	[redacted]
KWH USED	[redacted]

(METER #E50503)

ENERGY USAGE

	LAST YEAR	THIS YEAR
KWH USED		[redacted]
SERVICE DAYS		[redacted]
KWH/DAY		[redacted]

ELECTRIC SERVICE
ELECTRIC
FUEL CHARGE
PUBLIC SERVICE TAX
GROSS RECEIPTS TAX

[redacted]

ELECTRIC TOTAL → [redacted]

DARRIN JOHN ENGEL, Assoc. A.I.A.

313 South Lakeside Drive
Lake Worth, FL 33460
M: 414.403.2608
engeladpe@yahoo.com
http://www.linkedin.com/in/darrinengel

EDUCATION

UNIVERSITY of WISCONSIN – MILWAUKEE:

School of Architecture and Urban Planning, B.S.A.S., May 1996

LICENSURE

STATE of WISCONSIN – ARCHITECTURE

Examination Eligible - 2009

AREAS OF EXPERTISE AND HIGH INTEREST

- Urban Architecture, Urban Design, Urban Planning and Urban Community Advocate
- Historic Preservation; Building, District and Neighborhood
- Environmental Sustainability and Application
- Building and Site Design Theory

EMPLOYMENT

SEPTEMBER 2013 – PRESENT

Position: **SR. PROJECT MANAGER, PROJECTDESIGNER**

REG Architects, Inc.; 300 Clematis Street, West Palm Beach, FL 33401

Responsibilities: Project Management, Project Design, Historic Preservation, Supervise other Team Members & Project Managers, Site Planning, Urban Planning Issues, Lead Projects from Start through Construction, use of BIM (REVIT 2014) for design through CD'S, Programming, Client & Consultant Coordination, Building/& Zoning Code Review, Specifications, Construction Administration, Construction Documents, etc.

DECEMBER 2007 – AUGUST 2013

Position: **PROJECT MANAGER, PROJECT DESIGNER**

Mayer Helminiak Architects; 10521 N. Pt. Washington Rd., Mequon, WI 53092

Responsibilities: Project Management, Supervise other Team Members, Site Planning, Urban Planning Issues, Lead Projects from Start through Construction, use of BIM (REVIT 2011) for design through CD'S, Programming, Client & Consultant Coordination, Building/& Zoning Code Review, Specifications, Construction Administration, Construction Documents, etc.

SEPTEMBER 2007 – DECEMBER 2007

Position: **ARCHITECTURAL DESIGNER**

Milwaukee County – Planning, Dept. of Transportation & Public Works; 2711 W. Wells St., Milwaukee, WI 53233 (Position was on short-term contract)

Responsibilities: (for both Architectural & Engineering Units) Review Project Managers' Projects for Compliance with County Standards, Review Consultants' Contract Documentation for Final Payment, Drawing Standards Implementation & Review, Consultant Coordination.

MARCH 2006 – AUGUST 2007

Position: **URBAN DESIGNER/HISTORIC PRESERVATIONIST**

City of Lake Worth – Planning, Zoning & Historic Preservation Department; 7 N. Dixie Hwy. (City Hall); Lake Worth, FL 33460

Responsibilities: Architectural Review, Historic Preservation Review, Historic Building Assessments, Site Plan Review, Design & Preservation Guidelines, Supervise Planning Staff (in Director's Absence), Planning Review and Guidance, Community Guidance, Building Permit Review, Consultant Coordination, Code (Ordinance) Review and Amendments, Staff Person to Planning & Zoning Board and Historic Preservation Board, Planning & Zoning Reviews, etc.

SEPTEMBER 2005 – FEBRUARY 2006

Position: **ARCHITECTURAL DESIGNER**

City of Milwaukee – Dept. of Public Works and Transportation, Architecture & Engineering

Division; 841 N. Broadway Ave., Suite #602, Milwaukee, WI 53202

Responsibilities: Project Management, Supervise Drafting and Field Staff, Facilities Restorations & Renovations, Administration of R.F.P.'s, Bidding and Contracts, Facilities Management, Historic Building Assessments, Architectural Design, Master Planning, Consultant Coordination, Programming, Building Code Review, Construction Documents, etc.

OCTOBER 2003 – PRESENT

Position: **PROPERTY INVESTMENT & MANAGEMENT**

Self-Employed; 2350 S. Lenox St., Milwaukee, WI 53207

Responsibilities: Purchasing, Redevelopment, Renovations & Restoration of Historic Properties, Financing, Self-Contracting, Neighborhood Stabilization Through Property Enhancement and Community Involvement, Rental, Maintenance, etc.

AUGUST 2003 – FEBRUARY 2006

Position: **ARCHITECTURAL DESIGNER**

Torke Wirth Pujara, LTD. (Currently TWP, LTD.); 933 N. Mayfair Road Suite 300, Wauwatosa, WI 53226; **25+ Staff "A/E" Firm**

Responsibilities: Lead Projects from Inception through to Completion of Design Development, Supervise Project Architects and Draftspersons, Project Management of minor projects (UNDER 30,000 S.F.), Site Planning, Urban Planning Issues, Historic Preservation, Architectural Design of a wide variety of Projects, Programming, Interior Design, Coordinate Design Issues with Project Managers, Client & Consultant Coordination, Building/Zoning Code Review, Construction Documents, Landscape Design, etc.

NOVEMBER 2002 –AUGUST 2003

Position: **DESIGN MANAGER, PROJECT MANAGER**

Song + Associates Architects, Inc.; 400 S. Australian Ave. #600, West Palm Beach, FL 33401; 45+ Staff "A" Firm

Responsibilities: Management of Design Development Teams, Team Leader, Project Manager, Designed Projects of Various Types, Site Planning, Urban Planning Issues, Training & Mentoring, Project Programming, Landscape Planning, Client & Consultant Coordination, Building/Zoning Code Review & Interpretation, Design and Coordination of Green Building Issues through LEED, Rendering, CAD Committee, ETC.

NOVEMBER 2000 – NOVEMBER 2002

Position: **DIRECTOR OF DESIGN, CAD MANAGER**

REG Architects, Inc.; 120 S. Dixie Hwy., West Palm Beach, FL 33401; 15+/- Staff "A" Firm

Responsibilities: Managed all Projects and staff through to end of Design Development, Reviewed Project Managers and Drafting Staff for Compliance, Project Management, Supervised Drafting Staff, Training & Mentoring, Architectural Design, Site Planning, Urban Planning, Assisted Principle Architect with Design Issues, Design assigned Projects from inception, Client & Consultant Coordination, Managed Assigned Projects through to Construction Administration, Specifications, Building/Zoning Code Review & Interpretation; Rendering; CAD Manager: Coordinated CAD Systems, Implemented Procedures and Standards for Office.

JULY 1997 – OCTOBER 2000

Position: **ASSOCIATE**

Witteman Wydeven Architects, L.L.C.; 731 N. Jackson St. Suite 501, Milwaukee, WI 53202; 5 Staff "A" Firm

Responsibilities: Construction Documents, Architectural Design, Site Planning, Historic Preservation & Rehabilitation, Programming, Rendering, Client & Consultant Coordination, Drafting, Specifications, some Project Management, Construction Administration, 3d Building Modeling using ArchiCAD, etc.

JUNE 1992 – JUNE 1997

Position: **SENIOR SALES AND MARKETING REPRESENTATIVE**

Concours Motors, Inc. (Mercedes Benz, BMW, VW, Saab & Porsche); 1400 W. Silver Spring Dr., Glendale, WI 53209

Responsibilities: Sales, Management, Supervising and Mentoring other Sales Reps, Sales and Marketing Strategies, Inventory Management & Forecasting (multi-million $ inventory), Closing, Negotiating, Training, *AWARD WINNING, TOP 10% NATIONAL SALES LEADER.*

COMMUNITY & VOLUNTEER WORK

Bryant Park Neighborhood Association: Vice-President

Forward Bay View (Business & Professional Organization): Past Board Member, Committee Chair - ARCHITECTURE & PLANNING COMMITTEE; Sub-Committee Chair – MILWAUKEE MAIN STREET PROGRAM

Bay View Historical Society: Member

Bay View Neighborhood Association: Member

National Trust for Historic Preservation: Member

Congress for New Urbanism: Member

American Institute of Architects: Associate

Lower East Side Neighborhood Association: Past Vice President & Board Member

SEMINARS, PROFESSIONAL ENRICHMENT, ETC.

Congress of New Urbanism: Seminars & Conventions

American Green Council "LEEDS": Seminars

Certified Landlord, City of Milwaukee: Completed City's multi-day Landlord Training Program.

Disney's Business/Quality: Three Day Schooling

Smart Growth: Seminars

Lake Worth Municipal Institute: City employee training program to educate on all City departments

Various Building Product Seminars
Various Sustainability Seminars
Various Sales and Marketing Seminars
Various Business Seminars

AWARDS

- **2008 Florida Trust for Historic Preservation, Florida Preservation Award** Subject Property: Restoration of Historic Palm Beach County Courthouse; West Palm Beach, FL. (REG)
- **A.I.A. Palm Beach Annual Award 2005, Green Cay Wetlands.** Subject Property: Green Cay Wetlands Exhibit Center for Palm Beach County Parks; Boynton Beach, FL. (S+A)
- **Wisconsin Chapter of the American Society of Interior Designers (ASID) – Gold Level 2008.** Subject Property: Ambassador Hotel; Milwaukee, WI. (TWP)
- **Milwaukee Dept. of City Development & Historic Preservation Commission - Cream of the Cream City 2006.** Subject Property: Ambassador Hotel; Milwaukee, WI. (TWP)
- **Mayor's Urban Design Award 2005, Ambassador Hotel.** Subject Property: Ambassador Hotel; Milwaukee, WI. (TWP)
- **Milwaukee County Historical Society "Frederick I. Olson Preservation Award";** May 1, 2006. Subject Property: Ambassador Hotel; Milwaukee, WI. (TWP)
- **Business Journal Real Estate Awards "Best Renovation".** Subject Property: Ambassador Hotel; Milwaukee, WI. (TWP)
- **MANDI** *(Milwaukee Awards for Neighborhood Development Innovation) "Large Project Winner",* 2006. Subject Property: Ambassador Hotel; Milwaukee, WI. (TWP)
- **International Masonry Institute - Wisconsin Chapter, 20th & Ohio M.O.B.** Subject Property: Lakeside Family Practice M.O.B., 20th & Ohio Location; Milwaukee, WI.
- **American Collegiate Schools of Architecture – American Wood Council;** *Affordable Housing, Mission Bay San Francisco, Honorable Mention 1995.* 402 Urban Design Studio Project, University Wisconsin – Milwaukee (UWM).
- **UWM School of Architecture and Urban Planning, Multiple Annual Awards and Third Coast Design Cooperative Scholarship;** projects also used in Annual report and traveling exhibits promoting school.
- **UWM School of Fine Arts, Layton Foundation Scholarship;** also projects exhibited in formal shows at Union Art Gallery.

ARTICLES (recent)

- **Everyday with Rachel Ray; Off Season Weekend – Milwaukee's Best;** by Alice Oglethorpe, March 2007, pg. 20. Subject prop.: Ambassador Hotel; Milw., WI (article shares space with Calatrava's M.A.M.).
- **Milwaukee Magazine, A Dollop of Deco;** by Ann Christenson, August 6, 2006, pp. 75-77. Subject Property: Envoy Restaurant at the Ambassador Hotel; Milwaukee, WI.
- **Wisconsin Builder; Diamond in the Rough;** by Holly Johnson, May 2006, pp. 34-37. Subject Property: Ambassador Hotel; Milwaukee, WI.
- **"M" Magazine; Majestic Makeover;** by Rick Romano, February 2006, pp. 56-57. Subject Property: Ambassador Hotel; Milwaukee, WI.
- **Milwaukee Journal Sentinel; No RSVP Needed: Envoy Lounge;** by Kristine Kierzek, December 16, 2005, pg. 20E. Subject Property: Ambassador Hotel; Milwaukee, WI.
- **Key Milwaukee, Key Restaurant of the Month;** December 2005, pg. 65. Subject Property: Envoy Restaurant at the Ambassador Hotel; Milwaukee, WI.
- **The Business Journal, Restoring a Hotel to 'Gem' Status;** by Rich Rovito, November 4, 2005, pp. A1, A31. Subject Property: Ambassador Hotel; Milwaukee, WI.
- **Bay Viewer; Small Homes, Big Charm/Restoring Charm;** by Nan Bialek, March 31, 2005, pp. cover, 12-13. Subject properties: Personal restoration of 2246 S. Robinson St. and 352 E. Lincoln Ave.; Milw., WI.

TELEVISION INTERVIEWS (recent)

Inside History; Art Deco Architecture in Palm Beach County, Guests Sharon Koskoff and Darrin Engel, Produced by Palm Beach County Public Access; June, 2006.

EVENTS

- **A Historic Home Tour and Seminar;** Sponsored by Forward Bay View, Hosted by Darrin Engel, Special Guest Paul Jacobuvich – City of Milwaukee Historic Preservation Director; March 19, 2005. Subject property: 2246 S. Robinson St.
- ***Proclamation (of the Mayor, City of Milwaukee): Ambassador Hotel Day,*** December 1, 2005; to honor the Grand Re-Opening of the 1927 Art Deco hotel.

PARTIAL LIST of the work completed while I resided in MILWAUKEE, WISCONSIN

1. **School of Pharmacy – Concordia University Wisconsin, Mequon WI**
   http://www.cuw.edu/Programs/pharmacy/building.html : Project Manager of 60,000 s.f. university research and teaching building. Building design and constructed to LEED Silver Rating. Building currently under construction and within budget. Responsibilities include project manager during construction documentation and construction administration. (MHA)
2. **Residence Hall – Concordia University Wisconsin, Mequon WI:** Project Manager of 94,000 s.f. university residence hall and classroom building. Building design to LEED Silver Rating. Building construction underway and on fast track. Responsibilities include project manager and finalizing design. (MHA)
3. **Columbia-St. Mary's Grafton Medical Center and Urgent Care - Grafton WI:** Project Manager of 35,000 s.f. Primary and Specialty Care medical office building which included a procedure room facilities, full radiology center and urgent care facilities. Provided project management, documentation and specifications from design development through to completion of construction. (MHA)
4. **Ambassador Hotel, Milwaukee WI, HISTORIC HOTELS OF AMERICA – NATIONAL TRUST FOR HISTORIC PRESERVATION**
   HTTP://WWW.HISTORICHOTELS.ORG/HOTEL/THE AMBASSADOR HOTEL: Master planning, renovation and additions to an art deco hotel http://www.ambasshotel.com/Default.aspx. Responsibilities included being Project Designer, Interior Designer, and some project management and construction administration. **Project received 2005 Mayor's Award http://www.mkedcd.org/design/winners/index.html, 2006 MANDI Award, JSonline Best Renovation Award, amongst other professional and industry awards.** (TWP)
5. **Hampton Inn and Suites, Downtown Milwaukee:** Project Designer for the exterior re-skinning of the building. A requirement of the Hilton Brands as part of the conversion from the prior Howard Johnson Hotel. (TWP)

6. **Lake shore Medical Clinic – 20th Street Medical Building:** Medical office work including a complete project design for the **20th & Ohio Medical building** http://www.lakeshoremedicalclinics.com/facilities/milwaukee-20street.asp. Project received a Masonry Institute Design Award for this building. Design and programming also included for the 9000+ s.f. Primary Care Clinic inside. (WWA)
7. **Historic Preservation/Restoration work (Personal Properties):**
   - The 1891 Bartlett Residence (Queen Anne) on the Lower East Side, stabilization and upgrades to unique three story residence.
   - 1891 Residence on the Lower East Side (Queen Ann Colonial Revival), restoration and upgrades to three story Queen Anne Revival house.
   - Ongoing research and restoration work on original timber framed (c.1870's) two-story Italian Renaissance Victorian original Village of Bay View home.
   - Historic Rehabilitation on two Victorian Bay View investment properties (c. 1880) and resale of properties.
8. **Financial Institutions:** Project design and involvement with various projects such as **Generations Bank and Headquarters – Pewaukee, Landmark Credit Union, Brewery Credit Union, etc.** Also involved with design of many new branch locations.
9. **Religious Facilities:** Project design and involvement with various churches, work also includes campus Master Planning.
10. **Master Planning and Programming:** Work for hotels, religious facilities and financial/commercial projects and developments.
11. **Residential Projects:** Project design and involvement with Multi-Family Residential Projects. Involved with mixed-use redevelopment projects including multi-family, restaurant, retail and office uses located on high-profile sites in City of Brookfield and City of Mequon "Town Center". Also have completed various high-end single-family residences.

PARTIAL LIST of the work completed while I resided in WEST PALM BEACH, FLORIDA

1. **City of Lake Worth: 25' Lot Res ident ial Constr uct ion Guidelines** Guidelines for new construction of homes on the City's narrow legally conforming lots – examples of site layout and appearance that allows new construction to appear compatible with existing fabric of the early 20th century neighborhoods.
2. **Palm Beach County (Government Projects):**
   a. **Old Palm Beach County Courthouse:** Completed feasibility study and restoration design for the original **Palm Beach County Courthouse (1916)** http://courthousecam.co.palm-beach.fl.us/view/view.shtml. This study and design saved the building form a scheduled demolition. Building currently in the final steps of its restoration. (REG) **Project received 2008 Florida Preservation Award, Florida Trust for Historic Preservation**
   b. **Green Cay Wetlands:** Project Designer and Project Manager of a 10,000+ s.f. park pavilion and exhibit space as the center of a Florida Everglades restoration project http://www.co.palm-beach.fl.us/PubInf/News_Room/02-05/02-18-05_greencay.htm & http://www.songandassociates.com/com_greencay.html . **Project received 2006 Palm Beach A.I.A. Award.** (S+A)
   c. **Palm Beach County Facilities Management Campus** Project Design and Project Management (through D.D.); building design and interior space planning included. (S+A)
3. **St. Lucie County:** Project Design & Management of St. Lucie County Administration Annex. (REG)
4. **City of West Palm Beach:** Involved with many projects in West Palm Beach, a city with a Master Plan by Andres Duany and Elizabeth Plater-Zyberk's planning firm "DPZ Associates". This work has made me very familiar with West Palm Beach zoning codes. These new zoning codes are based on the latest planning theories especially those of a Traditional Urban Neighborhood.

5. Historic Preservation/Restoration Work:

- Involved with Historic Preservation projects such as the successful nomination of the DuBois Pioneer Home, Jupiter http://www.lrhs.org/DuBois.htm.
- See above-mentioned 2a. Old Palm Beach County Courthouse.
- Adaptive reuse design of Belle Glade City Hall to a Community Center.
- Proposed expansion of the Historic Palm Beach Public School.
- Plan to save the old Boynton Beach High School.
- Restoration work on personal residence in Central Park Historic District (National and Local Historic District), West Palm Beach.

6. Commercial, retail, hospitality and restaurant projects: Various projects usually combined in mixed use downtown buildings.

7. Education:

- Involved with the design of new and remodeled Elementary, Middle and High Schools for Palm Beach County, Broward, Martin County and Lee County School Districts.
- Contributed significantly on the design of Palm Springs Elementary, Palm Beach Public and Greenacres High School.

8. Financial Institutions:

- Project Design Management of Fidelity Federal Bank and Trust branch office and Mixed Use Building, downtown Delray Beach.
- Other design work for banks such as First United, National City, Wachovia and others.

9. Religious Facilities: Design and project management of Grace Episcopal Church in West Palm Beach http://www.graceepiscopalchurch.com/.

10. Master Planning and Programming:

- Led the master planning for Indian River County Administrative Complex.
- Involved with master planning for Palm Beach County, Broward County and Martin County School Districts.

11. Urban Planning:

- Involved with many Site Planning exercises in West Palm Beach, a city with a Master Plan by Andres Duany and Elizabeth Plater-Zyberk's planning firm "DPZ Associates"
- Work with Elkus-Manfredi of Boston to do projects on "City Place" Mixed Use Complex in West Palm Beach. Also involved with adaptive reuse of National and Local Historic Landmark Church, which is the centerpiece of the development. http://www.cityplace.com/ (REG Architects)

12. LEEDS Projects: Design of Facility for the **American Lung Association of South East Florida**, building to be environmentally Green certified "LEEDS" building.

SPECIAL NOTE

All projects that I have Project Managed and/or Designed have passed their permit review on the first submission, all have been approved by P&Z Boards (when applicable) on first hearing, and all Certificates of Appropriateness (COA's) have been staff approved (when permissible) or Board approved at first hearing.

CONSTRUCTION TRADE EXPERIENCE

- **Rough and Finish Carpentry** (including Millwork and Wood Siding)
- **Masonry** – C.M.U. and Bricklaying
- **Electrical** – Residential Wiring and Fixtures
- **Plumbing** – Fixture Installation and Copper Supply Lines
- **Finishes** – Interior and Exterior Painting, Tiling
- **Restoration of Specialized Building Systems** for the following **Periods**: Greek Revival, Empire, Victorian (all – Aesthetic, Italianate, Stick, Cottage, Queen Anne, Colonial Revival, etc.), Neoclassical, Revival/Edwardian (all – Jacobean, Flemish, Colonial, Tudor, etc.), Craftsman (original "Modern"), Deco, Art Moderne and Mid-Century Modern
- **Structural and Building Envelope Stabilization** – Including "mothballing" of vacant properties
- **Building Inspection and Assessment** – Both historic and non-historic buildings

Reappointed by Vice Mayor

APPLICANT'S NAME: Valerie Hurley
(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

* 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)* Valerie Hurley (print)

Residence: 320 Columbia Drive

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: yes - Florida driver's license

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (561) 547-0762 Business Phone: (____) _____

Cell Phone: (____) _____ Email Address: Gibsongirl860@aol.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? 26 years

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

320 Columbia Drive, Lake Worth, FL

What is your occupation? Retired

Employer? City of Lake Worth

Business Address: (CRA board only) _____

Are you currently serving on any City advisory Board? yes

If so, which board? Board of Trustees Firefighters' Pension Trust Fund

Have you ever served on a City of Lake Worth board? yes

If so, when and which board(s)? August 2003 - July 2011, Employees' Retirement Board; July 2012- present, Firefighters' Retirement Board

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: Garrett High School Date of Graduation: 1978

College: _____ Degree: _____ Date of Graduation: _____

Resume attached? yes _____ no ✓

3. **WORK EXPERIENCE**

October 1988 - April 2011 City of Lake Worth

Deputy City Clerk

Legislative & Information Specialist

Administrative Secretary

Records Clerk

4. **INTEREST/ACTIVITIES**

Cooking, reading, cross stitch and traveling

5. **COMMUNITY INVOLVEMENT**

Secretary - Lake Worth Police Athletic League, November 2009 - present

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

I'm very familiar with the Retirement System Code and wish to administer the rules of the plan to the best of my ability and increase the value of the plan to meet future needs.

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

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

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

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

PLEASE INITIAL _____

Valerie Hurley _____ 6/6/2014 _____
Signature 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 the Volunteer Coordinator at sdonaldson@lakeworth.org or by calling 561-586-1730.

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

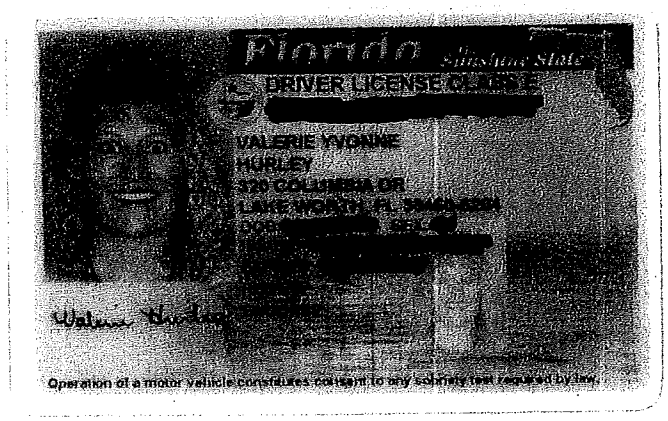
or

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
Sunshine State
DRIVER LICENSE
VALERIE YVONNE
HURLEY
370 COLUMBIA DR
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

Appointed by Comm Amoroso to P&Z Exp. May 2015

APPLICANT'S NAME: CYNTHIA BROWN
(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' and Police Retirement System *
___ Board of Trustees Firefighters' Pension Trust Fund *
___ City Recreation Advisory Board
___ City Tree Board
X2 Community Redevelopment Agency *
___ Construction Board of Adjustments and Appeals **
___ Electric Utility Advisory Board
___ Finance Advisory Board
X1 Historic Resources Preservation Board **
___ Library Board
3 Planning & Zoning Board (also serves as Board of Signs Appeals) * **
___ Sister City Board

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

** Certain skill-set disciplines required

ALL BOARD/COMMITTEES ARE SUBJECT TO THE SUNSHINE LAW

1. **PERSONAL**

Name: Mr./Mrs. Ms *(circle one)* CYNTHIA BROWN (Cindee)
(print)

Residence: 1510 NORTH N. STREET

City: Lake Worth State: FL ZIP Code: 33460

Proof of residency attached: DL

Mailing Address: (if different from residence)

City: _____ State: _____ ZIP Code: _____

Home Phone: (____) _____ Business Phone: (____) _____

Cell Phone: (704) 3078641 Email Address: cindeebrown@ymail.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? since 3/3/2014

List all properties owned and/or business interests in Lake Worth? primary home - 1510 North N. ST.

What is your occupation? Real Estate / retail / student

Employer? Chico's

Business Address: (CRA board only) Palm Beach Outlet Mall

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: _____ Date of Graduation: 84

College: Tube Coburn NYC. Degree: BA Date of Graduation: 92

Resume attached? (yes) _____ no _____ email.

3. WORK EXPERIENCE

Real Estate -

Insurance - Prop/Cas/Health/Life.

Massage therapist -

4. INTEREST/ACTIVITIES

Vol. Human Trafficking

Domestic Violence Advocate.

Vol. to Arts programs.

5. COMMUNITY INVOLVEMENT

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

I recently purchased a home in Lake Worth that was built in 1926. It is a spanish mission style home that has been tastefully updated to modern standards + codes. I would love to see more properties in the lake Worth area restored to their historic glory. It would be an honor for me to be a part of Historic Preservation Board. my experience in Real Estate is vidal.

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

I had the good fortune + experience to work with a developer in Charlotte NC who mentored me in certain community redevelopment projects. I have experience in reaching development goals with the community that had shared vision, increased property values + improve the overall quality of life for the residents. I would be honored to be a part of the CRA.

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

I am familiar w/ planning + zoning issues. From mixed use to green space I believe it is very important for a city to have a foward thinking PZB. It is so important to offer a great quality of life to its citizens. I would be honored to be a part of the Lake Worth Planning + Zoning Board.

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 CB

CB Brown
Signature

5/16/2014
Date

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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 E
[redacted]
CYNTHIA ANN
BROWN
1510 N N ST
LAKE WORTH, FL 33460
[redacted]
EXPIRES: 04-15-2021
RESTRICTIONS:
ENDORSEMENTS:
REPLACED: 03-24-2014
SAFE DRIVER
MOTORCYCLE ALSO
Operation of a motor vehicle constitutes consent to any sobriety test required by law.

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Community Sustainability

---

EXECUTIVE BRIEF

TITLE:
Release of easement agreement of restrictions, cross access easement and unified use; authorize a new cross access agreement

SUMMARY:

These items will release certain restrictions on use and easements between the subject property and adjoining properties and create a new cross access easement in order to develop a Value Place Hotel located at 2171 10th Avenue North

BACKGROUND AND JUSTIFICATION:
The applicant, Kimley Horn and Associates, Inc. through Mark Rickards, is petitioning to release easement agreement of restrictions, cross access easement and unified use; and approval of a new cross access agreement. The applicant has applied to the City of Lake Worth Planning and Zoning Board for major site plan approval of a four (4) story, +/- 46,492 square foot extended stay hotel at 2171 10th Avenue North in the MU-W, Mixed Use - West zoning district.

The site was annexed in 1984, which was intended to be the western half of an existing shopping center development including a nightclub/restaurant building, office and parking garage. The release of the agreement of restrictions will enable the property to be developed in accordance with the City's current LDRs and the new cross access agreement will further the City's code.

The original agreement was entered among Elk Associates, Lennard J. Klinger, Helen L. Moss and the City of Lake Worth dated November 29, 1983 and recorded in Official Records Book 4192, page 1277. The agreement placed certain restrictions on the use, and easements between, the subject property, the adjoining property and the Moss property, described specifically in exhibits "A" through "C".

The request for the release is being made because a Value Place Hotel, which is an extended stay facility, is to be constructed on the subject property. Release of the agreement is required as it is a condition of approval of the site plan for construction of the extended stay hotel building. The site plan and conditional land use of the project have been reviewed by the City's Site Plan Review Committee on April 14, 2014 and the Planning & Zoning Board on May 21, 2014. The Planning and Zoning Board voted 5-0 to approve the project.

MOTION:
I move to approve/disapprove the release of easement agreement of restrictions, cross access easement, and unified use; and approve/disapprove a cross access easement agreement.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Original Agreement of Restrictions, Cross Easement and Unified Use
Release of Agreement of Restrictions, Cross Access Easement and Unified Use
Cross Access Easement Agreement

82 182292

1982 NOV 16 PM 4:21

B3826 P1868

EASEMENT AGREEMENTS

THIS INDENTURE, made this 15th day of September, 1982, by and between DELTEX REALTY CORP., a corporation existing under the laws of Florida, 34 Beraud Road South, Scarsdale, New York 10583, hereinafter referred to as DELTEX, and ELK ASSOCIATES, a Florida General Partnership, c/o Lennard J. Kligler, 2121 Tenth Avenue North, Lake Worth, Florida 33460, hereinafter referred to as ELK;

W I T N E S S E T H:

WHEREAS, DELTEX is the fee simple owner of a parcel of real estate which is described on Exhibit 1 attached hereto, and which is hereinafter reffered to as PARCEL 1; and,

WHEREAS, ELK is the fee simple owner of two parcels of real estate lying to the East of PARCEL 1, which two parcels are described on Exhibits 2 and 3 attached hereto and made a part hereof and hereinafter referred to as PARCELS 2 and 3 (PARCEL 2 is vacant land lying to the East of PARCEL 1, and PARCEL 3 is the Elk Shopping Center parcel which lies to the East of PARCEL 2, therefore PARCEL 2 is in between PARCELS 1 and 3, all of said parcels abut 10th Avenue North on their north boundary lines): and

WHEREAS, the parties desire to enter into the agreements as hereinafter set forth, which shall be binding upon the parties hereto and their successors and assigns, and all parties claiming by, through and under such persons; and the easements contained herein shall be deemed to run with the three parcels of land herein described and shall be perpetual in nature.

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid by each party unto the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties warrant unto each other that the recitals hereinabove set forth are true and correct and are incorporated herein as a part of this agreement.

25.60
45

2. DELTEX does hereby bargain, sell, convey, transfer and deliver unto ELK an easement and right-of-way upon the South 10 feet of PARCEL 1 for the purpose of installing, constructing, maintaining and repairing a four-inch sewer force main and related equipment and pipes for the purpose of conveying sewage affluent from PARCELS 2 and 3. This easement is hereinafter referred to as the "Sewer Easement".

3. DELTEX, at its option, at any time during the term of this easement, shall be entitled, without charge except nominal costs, to tie-in to the sewer force main to be installed in the Sewer Easement for the purpose of serving the improvements existing or hereinafter constructed on PARCEL 1, subject, however, to DELTEX obtaining all necessary governmental approvals and permits.

4. ELK covenants for and on behalf of itself, its successors and assigns, that ELK will at all times, at its own cost and expense, keep and maintain, or cause to be kept and maintained, the Sewer Easement and the installations therein in a workmanlike manner and in a good state of maintenance and repair, and will not permit dangerous, illegal or unhealthful conditions to exist therein, or otherwise permit any situation to exist with respect thereto which will damage or prevent, or limit, the use of the lands in

THIS INSTRUMENT PREPARED BY:
JEFFREY D. KNEEN, ESQUIRE
Levy Shapiro Kneen & Kingcade, P.A.
P.O. Box 2755 - (305/655-3751)
Palm Beach, Florida 33480

Record and Return to:
JEFFREY D. KNEEN, ESQ.
P.O. Box 2755
Palm Beach, Florida 33480

PARCEL 1 or any shrubs, grass, plants or improvements therein. ELK further covenants on behalf of itself and its successors and assigns that it will replace or leave in good condition any and all turf, sod, shrubbery, plants or other improvements whatsoever, currently located within the Sewer Easement, following the installation and/or repair by ELK of the installations in the Sewer Easement.

5. ELK further covenants on behalf of itself and its successors and assigns that ELK at all times hereafter will protect and save harmless DELTEX, its successors and assigns, against any property damage or personal injury resulting to DELTEX or its lessess, employees, servants, licensees or guests, or claims of any third party against DELTEX, or against such lessees, employees, servants, licensees or guests, caused by any default in the maintenance or repair of the Sewer Easement or installations therein, or resulting from the installation or repair thereof. This protection and save harmless shall include costs or expenses of litigation, including costs and reasonable attorneys' fees incurred by DELTEX.

6. At such time as ELK develops PARCEL 2, the installation of pavement upon the northern portion of PARCEL 2 will be installed in such a manner that it abuts the existing pavement along the East boundary of PARCEL 1 and the elevation thereof is substantially similar to the elevation of pavement located on PARCEL 1 so as to enable ingress and egress by motor vehicles and pedestrians over, through and across PARCELS 1 and 2. A mutual, reciprocal easement of such ingress and egress is hereby granted by and between DELTEX and ELK, from one to the other. The existing barrier located on PARCEL 1 running parallel to the common boundary line between PARCEL 1 and PARCEL 2 shall remain in place until such time as the pavement is installed on PARCEL 2 as hereinabove mentioned, at which time said barrier shall be removed by ELK.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Witnesses:

Shirley Potter

DELTEX REALTY CORP.

By Robert M. Sherman
Its President

(CORPORATE SEAL)

Witnesses:

Shirley Potter

ELK ASSOCIATES, a Florida Limited Partnership.

By: LENNARD J. KLIGLER, Managing Partner

STATE OF Florida
COUNTY OF Palm Beach : SS.

Before me personally appeared Robert M. Sherman to me well known and known to me to be the individual described in and who executed the foregoing instrument as _____ President of DELTEX

B3826 P1869

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REALTY CORP., a corporation existing under the laws of Florida, and he acknowledged to and before me that he executed such instrument as such _____ President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15th day of September 1982.

(NOTARIAL SEAL)

Shirley Porter
Notary Public, in and for the
State and County last aforesaid

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 9, 1983

STATE OF Florida :
: SS.
COUNTY OF Palm Beach :

Before me personally appeared LENNARD J. KLIGLER to me well known and known to me to be the individual described in and who executed the foregoing instrument as Managing Partner of ELK ASSOCIATES, a Florida Limited Partnership, and he acknowledged to and before me that he executed such instrument as such Managing Partner of said Limited Partnership, and that said instrument is the free act and deed of said limited partnership.

WITNESS my hand and official seal this 20 day of Sept., 1982.

(NOTARIAL SEAL)

Notary Public, in and for the
State and County last aforesaid

My Commission Expires: 8-13-85

B3826 P1870

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LEGAL DESCRIPTION FOR PARCEL 1

The North 180 feet of the West 175 feet of Tract 33, MODEL LAND COMPANY SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof recorded in Plat Book 5, at Page 79, in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, LESS the West 25 feet thereof and LESS the North 25 feet thereof and LESS that part of said Tract 33 which is included in the external area formed by a 15 foot radius arc which is tangent to a line 25 feet South of and parallel to the North line of said Tract 33 and tangent to a line 25 feet East of and parallel to the West line of said Tract 33.

B3826 P1871

EXHIBIT 1

LEGAL DESCRIPTION FOR PARCEL 2

The West Half (W 1/2) of the following described property, to-wit:

The East 155 feet of Tract 33 and Tract 32, LESS the East 143.24 feet of said Tract 32, of MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, at Page 79, and LESS right-of-way of 10th Avenue North.

B3026 P1872

EXHIBIT 2

LEGAL DESCRIPTION FOR PARCEL 3

The East Half (E 1/2) of the following described property, to-wit:

The East 155 feet of Tract 33 and Tract 32, LESS the East 143.24 feet of said Tract 32, of MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, at Page 79, and LESS right-of-way of 10th Avenue North.

B3826 P1873

EXHIBIT 3

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

83-32

1984 MAR 26 AM 9:22

84 062945

ORDINANCE NO. 83-32 OF THE CITY OF LAKE WORTH, FLORIDA, ANNEXING A CERTAIN UNINCORPORATED TRACT OF LAND THAT IS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF LAKE WORTH WITHIN PALM BEACH COUNTY, WHICH SAID TRACT, UPON ITS ANNEXATION, WILL CONSTITUTE A REASONABLY COMPACT ADDITION TO THE CITY; THIS ANNEXATION HAVING ORIGINATED BY THE PETITION OF THE OWNER OF SAID TRACT IN ACCORDANCE WITH FLORIDA STATUTE 171.044; PROVIDING THAT SAID PROPERTY SHALL INITIALLY BE ZONED "CG"; SEVERABILITY CLAUSE; CONFLICTING ORDINANCES REPEALED; CODIFICATION CLAUSE; EFFECTIVE DATE.

WHEREAS, Lennard J. Kligler, the owner of a tract of land described below, has petitioned the City of Lake Worth for annexation and the City had determined that Petitioner is the owner of the tract; and

WHEREAS, the tract of land is within Palm Beach County and contiguous to the existing City boundaries and would constitute a reasonably compact addition to the City; and

WHEREAS, the annexation of said tract is hereby determined to be in the best interest of the City of Lake Worth and its citizens.

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

Section 1. Pursuant to Florida Statute 171.044, the following described unincorporated and contiguous tract of land situate, lying and being in Palm Beach County, Florida, to-wit:

The East 155.00 feet of Tract 33 together with the West 1.16 feet of Tract 32 as recorded in Plat Book 5, page 79 records of Palm Beach County, Florida; which lies south of the existing right of way of 10th Avenue North; together with the following described parcel:

From a point (P.O.C.) 15 feet South of the North line and 25 feet East of the West line of Tract 33, Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, run South on a line parallel to the East line of said Tract, 165.00 feet to the point of beginning; thence continue South 75 feet to a point; thence run East on a line parallel to the North line of said Tract, 150.61 feet to a point; thence run North on a line parallel to the East line of said Tract, 75.00 feet to a point; thence run West parallel to the North line Tract, 150.61 feet, to the point of beginning, recorded in Deed Book 1067, page 77, public records of Palm Beach County, Florida

Containing 2.5 acres, more or less.

is hereby annexed to the City of Lake Worth, Florida, and such land so annexed shall be and become a part of said City with the same force and effect as though originally incorporated therein.

Section 2. That upon annexation, said property shall be zoned as follows:

"CG"

Section 3. The subject property to be annexed is located in, and only within, the unincorporated area of Palm Beach County, Florida, is contiguous to the incorporated area of the City of Lake Worth, Florida, and is reasonably compact to such incorporated area. The annexation of the proposed lands will not create an unincorporated enclave of land.

ORIGINAL COPY

6540

RECORD AND RETURN TO:
CITY OF LAKE WORTH
OFFICE OF CITY CLERK
7 NORTH DIXIE HWY.
LAKE WORTH, FL 33460

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Section 4. The territorial boundaries of the City of Lake Worth, Florida, are hereby redefined so as to include the above-described property.

Section 5. If any provision of this ordinance, or the application thereof to any person or circumstance 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 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall be codified.

Section 8. This Ordinance shall not be passed until it has been advertised for four consecutive weeks in accordance with Florida Statute 171.044.

Section 9. This Ordinance shall take effect immediately upon its passage.

The passage of this Ordinance on first reading was moved by Commissioner Foley, seconded by Commissioner Duncan, and upon being put to a vote, the vote was as follows:

Mayor Betty Cortese	Aye
Commissioner Honey Duncan	Aye
Commissioner Mark Adam Foley	Aye
Commissioner David Hinsa	Aye
Commissioner Ronald E. Exline	Aye

The Mayor thereupon declared this Ordinance duly passed on first reading this 19th day of December, 1983.

The passage of this Ordinance on second reading was moved by Commissioner Foley, seconded by Commissioner Exline, and upon being put to a vote, the vote was as follows:

Mayor Betty Cortese	Aye
Commissioner Honey Duncan	Aye
Commissioner Mark Adam Foley	Aye
Commissioner David Hinsa	Aye
Commissioner Ronald E. Exline	Aye

The Mayor thereupon declared this Ordinance duly passed and enacted this 20th day of February, 1984.

LAKE WORTH CITY COMMISSION

By: Betty Cortese
Mayor

ATTEST:

Barbara A. Doucette
City Clerk

Submitted by City Attorney 12/19/83

84-82 P1278

This Instrument Prepared By:
~~And Return To:~~
Stephen D. Marcus, Esq.
Lewis, Vegosen and Rosenbach, P.A.
P. O. Box 2437
Palm Beach, Florida 33480

AGREEMENT OF RESTRICTIONS, CROSS EASEMENTS and UNIFIED USE

THIS AGREEMENT made and entered into this 29th day of November, 1983, by and between ELK ASSOCIATES, a Florida general partnership (herein called "Elk"), LENNARD J. KLIGLER (herein called "Kligler"), the City of Lake Worth (herein called "Lake Worth") and HELEN L. MOSS;

W I T N E S S E T H:

WHEREAS, Elk is the owner of certain real property located in Palm Beach County, Florida more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Kligler is the owner of certain real property located adjacent to the Property and more particularly described on Exhibit B attached hereto and made a part hereof (the "Adjoining Property"); whereas, Elk and Kligler desire Lake Worth to Annex to and incorporate within the City limits of Lake Worth the Adjoining Property, and have petitioned for the same, and whereas Lake Worth to effect the annexation of the Adjoining Property desires Elk and Kligler to bind and encumber the Property and the Adjoining Property as set forth herein and, also requires the use of a main drive over the real property described on Exhibit D attached hereto and made a part hereof which is graphically shown on the site plan attached as Exhibit C attached hereto and made a part hereof; and

WHEREAS, the parties desire to provide for restrictions on use of the Property and Adjoining Property and cross easements as provided herein;

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. The improvements to be constructed on the Adjoining Property shall consist solely of and be used solely for a restaurant/nightclub,

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OFFICE OF CITY CLERK
7 NORTH DIXIE HWY
LAKE WORTH, FL 33460

84192 P1277

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and office building together with a 2 1/2 level parking garage, identifying signs, paving for circulation as indicated, curbing and landscaping, all as are more particularly specified and located on Exhibit "C". The easements, traffic flow and conditions of Exhibit "C" shall not be subject to change except by a document of equal dignity agreed to by the affected private parties and by the City of Lake Worth, any changes having to be consistent with controlling ordinances and procedures then if effect in the City of Lake Worth, as well as subject to the discretion of the City Commission as a matter agreed to as a condition of annexation.

2. All roads, sidewalks, parking areas, landscaping and buildings which are located on or across the Adjoining Property shall be kept in good repair. In the event the owner of the Adjoining Property does not maintain same according to these standards, Elk shall have the right thirty (30) days after delivering notice of same to Kligler, to have such maintenance and/or repairs performed at Kligler's sole expense and Elk shall have a lien on the Adjoining Property to secure the amounts so paid by Elk together with interest thereon from the date paid until the date of reimbursement at the highest rate allowable under the laws of the State of Florida.

3. All roads, sidewalks, parking areas, landscaping and buildings which are located on or across the Property shall be kept in good repair. In the event the owner of the Property does not maintain same according to these standards, Kligler shall have the right thirty (30) days after delivering notice of same to Elk, to have such maintenance and/or repairs performed at Elk's sole expense and Kligler shall have a lien on the Property to secure the amounts so paid by Kligler together with interest thereon from the date paid until the date of reimbursement at the highest rate allowable under the laws of the State of Florida.

4. By executing this Agreement, all parties hereto acknowledge that as of the date of execution of this Agreement irrevocable, and

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perpetual easements in, on and over the Property are hereby granted and created for the use and benefit of the owners and occupants of the Adjoining Property, their guests and invitees, as follows: (i) the right of parking automobiles, (motorcycles, trucks and other vehicles); and (ii) access, ingress and egress, by pedestrian and vehicular traffic over, through and across the paved portions of the Property as the same is shown on Exhibit "C", including the main drive access to Boutwell Road to be built on the property described in Exhibit "D".

5. By executing this Agreement, all parties hereto acknowledge that as of the date of execution of this Agreement, irrevocable and perpetual easements in, on and over the Adjoining Property are hereby granted and created for the use and benefit of the owners and occupants of the Property, their guests and invitees, as follows: (i) the right of parking automobiles, (motorcyles, trucks and other vehicles); and (ii) access, ingress and egress, by pedestrian and vehicular traffic over, through and across the paved portions of the Adjoining Property as the same is shown on Exhibit "C", including the main drive access on the property described in Exhibit "D".

6. The Adjoining Property which is fully described on Exhibit "B" shall be restricted in its use solely for the following purposes: namely, operation of an office building, restaurant/nightclub and a 2 1/2 story parking garage and other parking areas related thereto. In respect to the use of the property, the real property described in Exhibits "A", "B", and "D", as graphically depicted on Exhibit "C" shall be considered as one plot and parcel of land; provided, however, that Lake Worth specifically agrees that portions of said parcel may be sold, transferred, devised or assigned separately as long as the use of the property is consistent with the provisions of this agreement and the Zoning Code of the City of Lake Worth, and with the parking, access and traffic layout, ingress and egress and other physical conditions shown on Exhibit "C". The purpose of these restrictions and cross easements is to preclude division of the tracts described as Exhibit "A", "B" and "D" for purposes unrelated to each other and un-

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related to the purposes specifically expressed herein and to further restrict the use of the property so that it will be used in the configuration described in Exhibit "C", and any transfers of fee interest are subject to the obligations and the use restrictions established herein and hereinafter the properties described in Exhibits "A", "B" and "D" shall be a unified plot or parcel encumbered with the easements and restriccions set forth herein, in the configuration established by Exhibit "C".

7. Elk is hereby allowed to use in its calculations for parking requirements for the shopping center which presently exists on the Property the excess number of parking spaces on the Adjoining Property, including the 2 1/2 level garage, not needed in Kligler's minimum required number of parking spaces as set by the City of Lake Worth Codes and an irrevocable, permanent and exclusive easement for use of same is hereby created in favor of the Property. Kligler agrees to make provision for not less than two hundred ninety two (292) parking spaces on the Adjoining Property as more particularly shown on Exhibit "C".

8. Kligler is hereby allowed to use its calculations for parking requirements for the Restaurant/nightclub and office building to be constructed on the Adjoining Property the excess number of parking spaces on the Property, including the 2 1/2 level garage, not needed in Elk's minimum required number of parking spaces as set by the City of Lake Worth Codes and an irrevocable, permanent and exclusive easement for use of same is hereby created in favor of the Adjoining Property. Elk agrees to make provision for and maintain not less than one hundred nineteen (119) parking spaces on the Property as more particularly shown on Exhibit "C".

9. Helen L. Moss hereby joins in this Agreement solely as Owner of the Property she owns, described on Exhibit "D" attached hereto, which is under contract for Sale to Elk Associates and assigned to Lennard J. Kligler, whose use is established and unified with respect to the other parcels by this document.

B4192 P1200

10. The liens created under paragraph 4 hereof shall be subordinate to the lien of any bona fide first mortgage held by an institutional lender (as that term is commonly defined) whether now or hereafter existing on the Property or the Adjoining Property.

11. If either private party shall default in the performance of any obligation or condition which it is required to perform by reason of this Agreement, and such default shall continue for thirty (30) days after written notice to such party, from the other party, stating the nature of the default, (provided that if such default cannot be cured within thirty (30) days such party shall be deemed in default only if it fails to commence within said thirty (30) days to cure said default or fails thereafter to diligently cure such default as soon as it can be cured) then the party serving such notice shall have the right, but not the obligation, to cure or cause such default to be cured and the cost or expense thereof shall be paid by the defaulting party to the party so curing such default upon presentment by such party of a statement of the amount thereby owed. In addition to, and without limiting the foregoing, the right of any party including the City of Lake Worth to whom benefits have been conferred hereunder may be enforced by such party in any lawful manner such party deems appropriate including actions at law and actions in equity. With regard to any controversy between any of the parties affected by this Agreement respecting this Agreement or acts or omissions done or suffered to be done pursuant hereto, or any claim or action arising hereunder, the prevailing party shall be entitled to recover, in addition to whatever damages, costs, or injunctive relief would otherwise be recoverable or obtainable, all reasonable expenses (including attorneys' fees) incurred by such party in connection with such controversy, claim, or action, irrespective whether such claim is liquidated or whether such controversy, claim or action is prosecuted to a final judgment, except against the City of Lake Worth. The City of Lake Worth shall be entitled to all reasonable costs and expenses including attorney's fees in the enforcement of any of the rights and obligations under this agreement where the City determines to enforce them. However, the City shall not be obligated, as are the private parties, to pay

B4192 P1201

attorney's fees and costs in the event they are not the prevailing party in any litigation under this agreement. Further, Elk and Kligler shall indemnify and hold harmless the City of Lake Worth from any and all claims made against the City, including those alleging the negligence of the City or any breach of duty by the City hereunder, further including, but not limited to, claims for personal injury, property damage or contractural relief, based on the acts or omissions of the City under this agreement and the parties acknowledge good and separate consideration for this indemnity between the City and Elk and Kligler with regard to the benefits accorded the parcels owned by Elk and Kligler through annexation.

12. Each notice, request, approval, demand, consent, or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given if the same is (i) delivered personally at the address last designated hereunder for the intended recipient during normal business hours, and as to Lake Worth duly receipted for by the City Manager on behalf of the City of Lake Worth, or (ii) sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient at the address of such recipient last designated hereunder. Any notice delivered personally shall be effective on the date so delivered; any notice served by mail in the manner herein provided shall be effective the earlier of actual receipt thereof or on the third business day following the date of deposit for mailing in a duly constituted United States Post Office or branch thereof. The address of any party to whom notices may be or are required to be given may be changed from time to time by notice given as herein provided. Until further notice is given as herein provided the addresses of the Parties shall be as follows:

Elk:	2121 10th Avenue North Lake Worth, Florida 33461
Kligler:	2121 10th Avenue North Lake Worth, Florida 33461
Helen L. Moss	
Lake Worth Attn: City Attorney	7 North Lixie Highway Lake Worth, Florida

B4192 P1202

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13. No consent or waiver, express or implied, by any party affected by this Agreement to any breach of any obligation or hereunder shall be deemed to be a consent or waiver of any other obligation, condition or requirement. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision. Where the context so requires, singular shall include plural and references to "it" shall include either or both genders. As used herein the word "shall" denotes mandatory and the word "may" denotes permissive. No amendment or termination of this Declaration shall be effective unless and until the same is (i) in writing; (ii) duly executed by both parties; and (iii) duly recorded in the public records of Palm Beach County, Florida. The parties agree to execute further documents such as subordination agreements and easements to further evidence the intent of this Agreement, and to implement said intent.

14. All terms and conditions of this Agreement and all rights and burdens hereby created shall run with the lands to which they refer and all rights granted hereunder shall be appurtenant to the lands benefited thereby. Lake Worth acknowledges that it will benefit from the terms and conditions of this Agreement in the creation of added parking areas within the city limits and the creation of additional ingress and egress to and from Boutwell Road and 10th Avenue North. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written..

ELK ASSOCIATES

By: _____ General Partner

LENNARD J. KLOGLER

B4192 P1208

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CITY OF LAKE WORTH

By: _____
MAYOR

_____
CITY CLERK

_____

_____

_____

_____
HELEN L. MOSS

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Samuel J. Eblen as General Partner, of ELK ASSOCIATES, a Florida general partnership, to me known to be the individual named in the foregoing instrument, and he acknowledged to and before me that he executed the same as such officer of said corporation, duly authorized, and affixed thereto the corporate seal, for the purposes there expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of November, 1983.

Andrea Roberts
Notary Public
State of Florida at Large

My Commission expires:
Notary Public, State of Florida
My Commission Expires Dec. 14, 1985
Bonded Thru Troy Fain Insurance, Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Lennard J. Kligler, to me known to be the individual named in the foregoing instrument, and he acknowledged to and before me that he executed the same, duly authorized, for the purposes therein expressed.

B4192 P1204

Order: Non-Order Search Doc: FLPALM:4192-01275 Page 10 of 15 Created By: Treasa Odom Printed: 9/13/2013 9:18:46 AM EST

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of November, 1983.

Andrea Roberson
Notary Public
State of Florida at Large

My Commission expires:
Notary Public, State of Florida
My Commission Expires Dec. 14, 1985
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared BARBARA A. FORSYTHE as CITY CLERK, of CITY OF LAKE WORTH, to me known to be the individual named in the foregoing instrument, and she acknowledged to and before me that she executed the same as such officer of said corporation, duly authorized, and affixed thereto the corporate seal, for the purposes there expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 12th day of January, 1984.

Margaret Klein
Notary Public
State of Florida at Large

My Commission expires:
Notary Public, State of Florida
My Commission Expires Aug. 11, 1986
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Helen L. Moss, to me known to be the individual named in the foregoing instrument, and she acknowledged to and before me that she executed the same, duly authorized, for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 29th day of November, 1983.

Andrea Roberson
Notary Public
State of Florida at Large

My Commission expires:
Notary Public, State of Florida
My Commission Expires Dec. 14, 1985
Bonded Thru Troy Fain - Insurance, Inc.

84192 P1208

Order: Non-Order Search Doc: FLPALM:4192-01275 Page 11 of 15 Created By: Treasa Odom Printed: 9/13/2013 9:18:46 AM EST

E X H I B I T "A"

Tract 32, Less the East 143.24 feet and Less the West 1.16 feet of MODEL LAND COMPANY SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 79 and Less the Right of Way of 10th Avenue North of the North 25 feet of Tract 32 and Less the South 15 feet as in Official Record Book 3770, Page 597.

04192 P1209

E X H I B I T "B"

The East 155 feet of Tract 33 together with the West 1.16 feet of Tract 32, MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, at Page 79, and Less right of way of 10th Avenue North from which the East 15 feet thereof was released by instrument recorded in Official Record Book 3896, Page 86, Public Records of Palm Beach County, Florida.

B4192 P1207

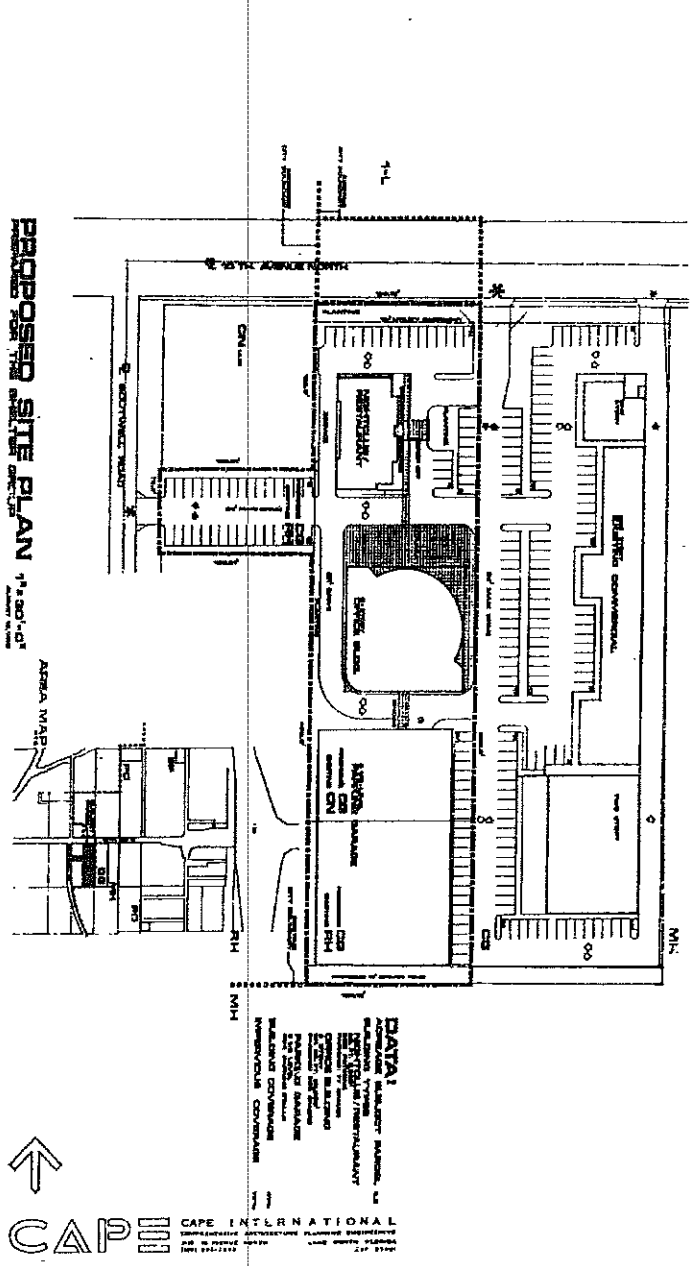


EXHIBIT "C"

E X H I B I T "D"

From a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, run South on a line parallel to the East line of Tract 165 feet to the Point of Beginning: thence continue south 75 feet to a point; thence run East on a line parallel to the North line of said Tract, 150.61 feet to a point; thence run North on a line parallel to the East line of Tract, 75 feet to a point; thence run West parallel to the North line of Tract, 150.61 feet, to the Point of Beginning.

Recorded in Deed Book 1067, Page 77, Public Records of Palm Beach County, Florida.

RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT

04192 P1200

Kimley»Horn

June 23, 2014

William Waters, AIA, LEED AP BD & C, Director
Department for Community Sustainability
City of Lake Worth
1900 2nd Avenue North
Lake Worth FL 33461

RE: **2171 10th Avenue North / Value Place Hotel**
Release of Easement – Executed Original

Dear William;

Please see the attached executed release from the property owner for the referenced site. This document was reviewed for legal sufficiency by Barbara Alterman, and my understanding is that the executed original is required to place this item on the next City Commission Agenda. Please let me know if we should discuss further, I can be reached at (561) 404-7244.

Best Regards;

Mark Rickards

Attachment

After recording return to:
Value Place West Palm Beach FL South – Lake Worth LLC)
Attn: Jan Wallace
8621 E. 21st St., Suite 250
Wichita, Kansas 67206

RELEASE OF AGREEMENT OF RESTRICTIONS,
CROSS EASEMENT AND UNIFIED USE

THIS RELEASE OF AGREEMENT OF RESTRICTIONS, CROSS EASEMENT AND UNIFIED USE ("Release") is made and entered into effective as of the ___ day of _____, 2014, by 2171 10th Avenue North LLC ("Owner"), Global Management Trust LLC ("Global"), and the City of Lake Worth ("Lake Worth").

RECITALS

A. The Elk Associates, Lennard J. Klingler, Helen L. Moss, and Lake Worth entered into an Agreement of Restrictions, Cross Easement and Unified Use dated November 29, 1983, and recorded in Official Records Book 4192, Page 1277 (the "Agreement"), that placed certain restrictions on the use of, and easements between, the "Property," described on Exhibit A attached hereto, the "Adjoining Property," described on Exhibit B attached hereto, and the "Moss Property," described on Exhibit C attached hereto; and

B. Owner is now the owner of the Adjoining Property and the Moss Property;

C. Global is now the owner of the Property; and

D. Owner, Global, and Lake Worth desire to terminate the Agreement and release the Property, the Adjoining Property, and the Moss Property from the terms of the Agreement.

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agrees as follows:

1. Global, Owner, and Lake Worth hereby release and terminate the Agreement and the same shall be of no further force and effect upon or against the Property, the Adjoining Property, or the Moss Property.

2. The improvements to be constructed on the Adjoining Property and the Moss Property shall be constructed consistent with the codes and ordinances of the City of Lake Worth.

3. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

IN WITNESS WHEREOF, Owner, Global, and Lake Worth have hereto executed this Release to be effective as of the day and date first above written.

(*Signatures on Following Pages*)

"OWNER"

Signed, sealed, and delivered
in the presence of:

2171 10th Avenue North LLC

By: _____
Name: Richard Grandin
Its: Managing Member

_____
Print Name: Roberto Cortez

_____
Print Name: Julie Molina

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by Richard Grandin, as Owner of 2171 10th Avenue North LLC, on behalf of the company. He/she is personally known to me or has produced personally known as identification.

BILLIE JEAN FOSTER
Commission # FF 98792
My Commission Expires 03-05-2018
Bonded Through American Association of Notaries

_____
Notary Public, State of Florida
Print Name: Billie Foster
Commission No.: FF 98792
My Commission Expires: 03/05/2018

"GLOBAL"

Signed, sealed, and delivered
in the presence of:

Global Management Trust LLC

By: _____
Name: Richard Grondin
Its: Managing Member

_____
Print Name: Roberto Cortez

_____
Print Name: Julie Molina

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by Richard Grondin, as owner of Global Management Trust LLC, on behalf of the company. He/she is personally known to me or has produced personally known as identification.

_____
Notary Public, State of Florida
Print Name: Billie Foster
Commission No.: FF 98792
My Commission Expires: 3/5/18

BILLIE JEAN FOSTER
Commission # FF 98792
My Commission Expires 03-05-2018
Bonded Through American
Association of Notaries

"LAKE WORTH"

CITY OF LAKE WORTH

By:_____ Date:_____
Pam Triolo, Mayor

Approved as to form and legal sufficiency: ATTEST:

By:_____ By:_____
Glen J. Torcivia, Interim City Attorney Pamela J. Lopez, City Clerk

Exhibit A

Tract 32, Less the East 143.24 feet and Less the West 1.16 feet of MODEL LAND COMPANY SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 79 and Less the Right of Way of 10th Avenue North of the North 25 feet of Tract 32 and Less the South 15 feet as in Official Record Book 3770, Page 597.

Exhibit B

The East 155 feet of Tract 33 together with the West 1.16 feet of Tract 32, MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, at Page 79, and Less right of way of 10th Avenue North from which the East 15 feet thereof was released by instrument recorded in Official Record Book 3896, Page 86, Public Records of Palm Beach County, Florida.

Exhibit C

From a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, run South on a line parallel to the East line of Tract 165 feet to the Point of Beginning: thence continue south 75 feet to a point; thence run East on a line parallel to the North line of said Tract, 150.61 feet to a point; thence run North on a line parallel to the East line of Tract, 75 feet to a point; thence run West parallel to the North line of Tract, 150.61 feet, to the Point of Beginning.

Recorded in Deed Book 1067, Page 77, Public Records of Palm Beach County, Florida.

After recording return to:
Value Place West Palm Beach FL South – Lake Worth LLC)
Attn: Jan Wallace
8621 E. 21st St., Suite 250
Wichita, Kansas 67206

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between VALUE PLACE WEST PALM BEACH FL SOUTH – LAKE WORTH LLC ("Value Place"), and GLOBAL MANAGEMENT TRUST LLC ("Global") (Global, Value Place and any successor owners of any fee interest in the VP Parcel or Global Parcel (defined below) are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, Value Place is the owner of that certain parcel of real property located in Palm Beach County, Florida, being more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the "VP Parcel");

WHEREAS, Global is the owner of certain real property more particularly described on Exhibit B attached hereto and by this reference incorporated herein (the "Global Parcel");

WHEREAS, Value Place and Global desire to establish an easement, for the benefit of the VP Parcel and the Global Parcel, for pedestrian access, ingress and egress to and from the respective parcels over and across that portion of the VP Parcel and Global Parcel as legally described and depicted on Exhibit C attached hereto and by this reference made a part hereof (hereinafter referred to as the "Easement Area"); and

WHEREAS, the Parties wish to provide for the manner in which the Easement Area may be used, and the cost and expense of the ownership and maintenance of the Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. *Grant of Easement.*

1.1. Grant of Easement. Value Place, as owner of the VP Parcel, hereby grants, conveys, declares, creates, imposes and establishes for the benefit of the Global Parcel, a perpetual, non-exclusive right-of-way easement for pedestrian access, ingress and egress over and across the portion of the Easement Area located on the VP Parcel (but such easement does not include any other rights of possession or use). Global, as owner of the Global Parcel, hereby grants, conveys, declares, creates, imposes and establishes for the benefit of the VP Parcel, a perpetual, non-exclusive right-of-way easement for pedestrian access, ingress and egress over and across the portion of the Easement Area located on the Global Parcel (but such easement does not include any other rights of possession or use).

1.2. Benefited Parties. The easement herein granted shall be interpreted to permit joint usage of such easement by (i) the owner, and legal representatives and successors thereof, of any portion of the VP Parcel or Global Parcel, (ii) customers and business invitees of any such owner, (iii) tenants and future owners, and legal representatives and successors thereof, of any portion of the VP Parcel or Global Parcel, and (iv) customers and business invitees of any such tenants and future owners.

1.3. Reservation of Rights. VP hereby expressly reserves for itself, its successors and assigns, including but not limited to all future owners of the VP Parcel, all rights and privileges incident to the ownership of the fee simple estate of the VP Parcel that are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to grant additional non-exclusive easements to third parties, over, under and across the portion of the Easement Area located on the VP Parcel. Global hereby expressly reserves for itself, its successors and assigns, including but not limited to all future owners of the Global Parcel, all rights and privileges incident to the ownership of the fee simple estate of the Global Parcel that are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to grant additional non-exclusive easements to third parties, over, under and across the portion of the Easement Area located on the Global Parcel.

2. *Costs Associated with the Easement Tract.*

2.1. Maintenance. The owner(s) of the VP Parcel will be responsible for the maintenance of the portion of the Easement Area located on the VP Parcel, including payment of all costs and expenses related thereto. The owner(s) of the Global Parcel shall be responsible for the maintenance of the portion of the Easement Area located on the Global Parcel, including payment of all costs and expenses related thereto.

2.2. Taxes and Assessments. The owner(s) of the VP Parcel shall pay all taxes and assessments attributable to the portion of the Easement Area located on the VP Parcel. The owner(s) of the Global Parcel shall pay all taxes and assessments attributable to the portion of the Easement Area located on the Global Parcel.

3. *Miscellaneous Provisions.*

3.1. Temporary Closing. The easement rights granted hereunder are not intended and may not be construed as a dedication for public use. Each party hereto reserves the right to temporarily close all or any portion of the Easement Area located on said Party's portion of the Property, if said closure is limited to as short a term as is reasonably possible, to (a) perform required maintenance thereon, or (b) prevent a dedication or accrual of any rights in and to any portion of the Easement Area by the public or any other party not described in Section 1.2 above.

3.2. Covenants Running With the Land. This Agreement, and all of the provisions contained herein and all of the rights and obligations hereunder, shall be and constitute covenants running with the fee simple estate of both the VP Parcel and the Global Parcel and shall be binding upon all present and future owners thereof.

3.3. Agreement Nonassignable. The rights or obligations pursuant to this Agreement will not be assigned, but will inure to the burden and benefit of the Parties, as specifically set forth herein, and any purported assignment of this Agreement will be void and of no effect. Notwithstanding the foregoing, nothing herein may be construed as limiting any rights to freely transfer, convey and assign any portion of the VP Parcel or the Global Parcel.

3.4. Notices. For purposes of this Agreement, notices, demands, consents, reports or other communications required or permitted hereunder will be in writing and will be effective at the earliest of (a) its actual delivery, (b) the first business day following its deposit with an overnight courier, charges prepaid, or (c) the third business day following its deposit in the United States certified or registered mail, return receipt requested, postage prepaid. Notices will be addressed to the Party and address that is designated to receive real property tax notices and statements for the VP Parcel or the Global Parcel as of the date the notice is given.

3.5. Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by such other Party of the obligations thereof under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Failure on the part of any Party to complain of any act or failure to act of any other Party or to declare such other Party in default, irrespective of how long such failure continues, will not constitute a waiver of such Party of the rights thereof under this Agreement.

3.6. Severability. If any provision of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstance will not be affected thereby and will be enforced to the greatest extent permitted by law.

3.7. Amendment. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by Global, Value Place, and the City of Lake Worth.

3.8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

3.9. Binding Agreement. The provisions of this Agreement will apply to, inure to the benefit of and bind the Parties and the respective successors and representatives thereof, including, without limitation, any mortgagee acquiring an interest in any portion of the VP Parcel or the Global Parcel, or any improvements thereon, by reason of foreclosure, deed or assignment in lieu of foreclosure or purchase at foreclosure sale; but any such mortgagee will not incur or be required to assume any obligation under this Agreement unless and until such mortgagee has so acquired an interest in any portion of the VP Parcel or the Global Parcel, or any improvements thereon.

3.10. Interpretation. No provision of this Agreement may be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have structured or dictated such provision.

3.11. Governing Law. This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

3.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

3.13. Relationship of Parties. No express or implied term, provision or condition of this Agreement shall be deemed to constitute the Parties as partners or joint venturers.

IN WITNESS WHEREOF, this Cross Access Easement Agreement is entered into as of the last date executed by a Party hereto.

[Signatures on following pages.]

Signed, sealed, and delivered
in the presence of:

_____
Print Name:_____

_____
Print Name:_____

GLOBAL MANAGEMENT TRUST LLC

By:_____
Name:_____
Its:_____
Date:_____
Address:_____
_____
_____
_____

"Global"

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as _____ of Global Management Trust LLC, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____

Signed, sealed, and delivered
in the presence of:

Print Name: SCOTT W. BIXLER

Print Name: Cynthia Frantz

VALUE PLACE WEST PALM BEACH FL
SOUTH – LAKE WORTH LLC

By:
Name: DAVID REDFERN
Its: President
Date: 6/23/14
Address:
8621 E. 21st North #250
Wichita, KS
67206

"Value Place"

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 23rd day of June, 2014, by David Redfern, as President of Value Place West Palm Beach FL South – Lake Worth LLC, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

Notary Public, State of ~~Florida~~ Kansas
Print Name: Lara Patterson
Commission No.: 1080663
Bond No.

LARA PATTERSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp: 12/8/16

Instrument Approved By:

CITY OF LAKE WORTH

By:_____ Date:_____
Pam Triolo, Mayor

Approved as to form and legal sufficiency: ATTEST:

By:_____ By:_____
Glen J. Torcivia, Interim City Attorney Pamela J. Lopez, City Clerk

EXHIBIT A
(VP Parcel)

Parcel 1

The East 155 feet of Tract 33 together with the West 1.16 feet of Tract 32 of MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

Parcel 2

From a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, of MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, run South on a line parallel to the East line of Tract, 165 feet to the Pont of Beginning, thence continue South 75 feet to a point; thence run East on a line parallel to the North line of said Tract; 150 feet to a point; thence run North on a line parallel to the East line of Tract, 75 feet to a point; thence run West parallel to the North line of Tract, 150 feet to the point of Beginning.

Parcel 3

Commencing at a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, of MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, thence South 1 degrees 24'14" West along a line (said line also being the East right of way line of Boutwell Road) parallel with and 25 feet East of the West line of said Tract 33, a distance of 165 feet to the Point of Beginning; thence continue South 1 degree 24'14" West a distance of 75 feet; thence South 88 degrees 07'49" East along a line parallel with the North line of said Tract 33, a distance of 0.06 feet to the Southwest corner of that certain parcel of land described in Deed Book 1096 page 473 of the Public Records of Palm Beach County, Florida, thence North 1 degree 23'21" East a distance of 75 feet to the Northwest corner of said parcel of land; thence North 88 degrees 07'49" West parallel to the north line of said Tract 33, a distance of 0.04 feet to the East right of way line of Boutwell Road and the Point of Beginning.

Parcel 4

Commencing at a point 15 feet South of the North line and 25 feet East of the West line of Tract 33, of MODEL LAND COMPANY'S SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, according to the Plat thereof as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, thence South along a line parallel with the East line of said Tract 33, a distance of 165 feet to a point; thence continue South 75 feet to a point; thence East along a line parallel with the North line of Tract 33, a distance of 150 feet to the Point of Beginning; thence continue East along the same line a distance of 0.52 feet, more or less to appoint in the West line of the East 155 feet of Tract 33; thence North along the West line of the East 155 feet of Tract

33 a distance of 75 feet, thence West along a line parallel with the North line to Tract 33 a distance of 0.52 feet, more or less to a point in the East line of that certain parcel of land described in that certain corrective Warranty Deed from Arthur E. Galsworthy an Maud A. Galsworthy, his wife to George M. Moss an Helen L. Moss, his wife dated August 20, 1954 and recorded June 9, 1955 in Deed Book 1096 Page 473, Public Records of palm Beach County, Florida thence South along the East line of the parcel of land described in said corrective warranty Deed a distance of 75 feet, more or less to the point of Beginning.

EXHIBIT B
(Global Parcel)

Tract 32, Less the East 143.24 feet and Less the West 1.16 feet of MODEL LAND COMPANY SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 79 and Less the Right of Way of 10th Avenue North of the North 25 feet of Tract 32 and Less the South 15 feet as in Official Record Book 3770, Page 597.

EXHIBIT C
(Easement Area)

[SEE ATTACHED]

SKETCH AND LEGAL DESCRIPTION
BY

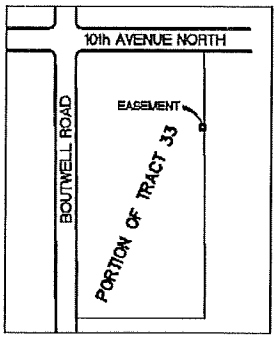
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION:

AN 11.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACTS 32 AND 33, "MODEL LAND CO. SUBDIVISION OF SECTION 20, T44S, R43E", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID TRACT 33 AND THE SOUTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH SAID LINE LYING 40.00 FEET SOUTH OF THE CENTERLINE OF SAID 10TH AVENUE NORTH; THENCE SOUTH 01°24'30" WEST ALONG SAID EAST LINE OF TRACT 33 ALSO BEING THE WEST LINE OF SAID TRACT 32 FOR 174.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°35'30" EAST 1.16 FEET TO A POINT A LINE LYING 1.16 FEET EAST OF AND PARALLEL WITH SAID EAST LINE OF TRACT 33; THENCE SOUTH 01°24'30" WEST ALONG SAID PARALLEL LINE FOR 11.00 FEET; THENCE NORTH 88°35'30" WEST 11.00 FEET TO A POINT ON A LINE LYING 9.84 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF TRACT 33; THENCE NORTH 01°24'30" EAST ALONG SAID PARALLEL LINE FOR 11.00 FEET; THENCE SOUTH 88°35'30" EAST 9.84 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN LAKE WORTH, PALM BEACH COUNTY, FLORIDA AND CONTAINING 121 SQUARE FEET, MORE OR LESS.



LOCATION MAP
NOT TO SCALE

NOTES:

1) BEARINGS ARE BASED ON THE WEST LINE OF TRACT 33, BEING S01°24'30"W.
2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: KIMLEY-HORN AND ASSOCIATES, INC.	
SCALE: NONE	DRAWN: AC
ORDER NO.: 57740	
DATE: 06-02-14	
PEDSTRIAN EASEMENT	
LAKE WORTH, PALM BEACH COUNTY, FLORIDA	
FOR: VALUE PLACE	

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

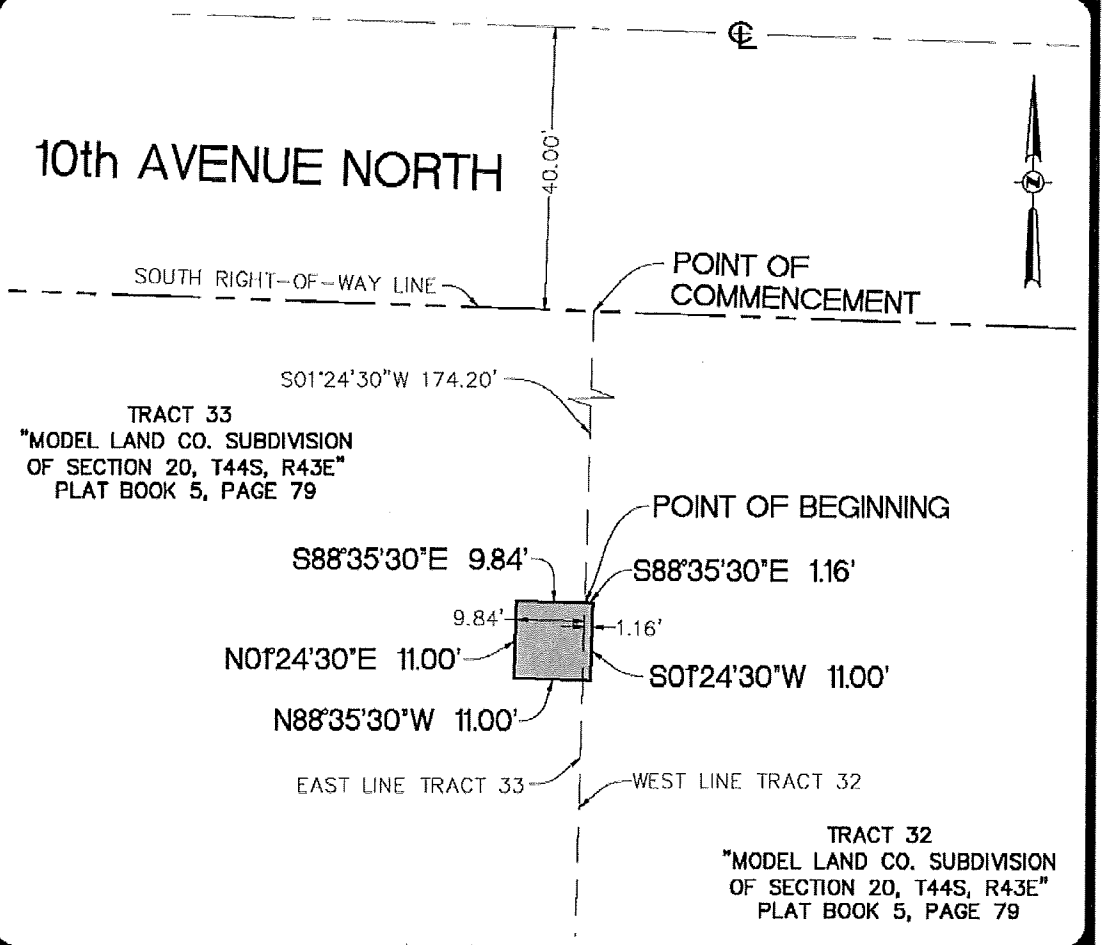
☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136

PDF processed with CutePDF evaluation edition www.CutePDF.com

SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: KIMLEY-HORN AND ASSOCIATES, INC.	
SCALE: 1"=20'	DRAWN: AC
ORDER NO.: 57740	
DATE: 06-02-14	
PEDSTRIAN EASEMENT	
LAKE WORTH, PALM BEACH COUNTY, FLORIDA	
FOR: VALUE PLACE	

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

℄	CENTERLINE
O.R.B.	OFFICIAL RECORDS BOOK

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Ordinance No 2014-19 - Second Reading and Public Hearing - update the Police Retirement System to comply with the Internal Revenue Service Code and favorable ruling on the Police Retirement System

SUMMARY:
The Ordinance for the City's pension systems are reviewed and updated periodically.

BACKGROUND AND JUSTIFICATION:
The attorney for the General Employees and Police Retirement Systems provides a review of the governing ordinances to ensure compliance with the IRS and Florida State Statutes. Changes in either result in an update to these ordinances.

MOTION:
I move to approve/not approve Ordinance No. 2014-19 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – Not Applicable
Ordinance

ORDINANCE No. 2014-19 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES, TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, on January 4, 2011 an application was filed with the Internal Revenue Service for a Favorable Determination Letter regarding the qualified status of the Plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, on February 22, 2013, the Internal Revenue Service issued a Favorable Determination Letter, finding that the Plan complies with all qualification requirements; and

WHEREAS, the Favorable Determination Letter is subject to the timely adoption of the amendments provided herein, and

WHEREAS, the trustees of the City of Lake Worth Police Retirement System have requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein.

BE IT ORDAINED BY THE CITY COMMISSION OF THE 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 Ordinance upon adoption hereof.

Section 2. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Subsection 16-136(f), of the Code of Ordinances of the City of Lake Worth, is hereby amended by deleting the ~~stricken-through~~ words and adding the underlined words:

…

(f) *Compensation.* The term "compensation" shall mean all salary paid to a police officer within the meaning of IRC section 415(c)(3). For persons who first became participants of the retirement system on or after October 1, 1979, "compensation" shall exclude payments for all accumulated leave, compensatory

time and overtime~~. For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Section 16-153 hereof, Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code~~.

Section 3. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Section 16-143, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding a subsection (e) as follows:

…

(e) *Death while performing USERRA-qualified active military service*. In the case of a Member who dies on or after January 1, 2007 while performing "Qualified Military Service" under Title 38, United States Code, Chapter 43, Uniformed Services Employment and Reemployment Rights Act ("USERRA") within the meaning of Section 414(u) of the Internal Revenue Code, any "additional benefits" (as defined by Section 401(a)(37) of the Internal Revenue Code) provided under the Plan that are contingent upon a Member's termination of employment due to death shall be determined as though the Member had resumed employment immediately prior to his death. With respect to any such "additional benefits," for vesting purposes only, credit shall be given for the period of the Member's absence from covered employment during "Qualified Military Service".

Section 4. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Section 16-153(a), of the Code of Ordinances of the City of Lake Worth, is hereby amended by deleting the ~~stricken-through~~ words and adding the underlined words:

~~(a) *Maximum pension.* Notwithstanding any provision of this plan to the contrary, the annual pension that is accrued by or paid to a participant shall not exceed the dollar limitation set forth~~

~~below. If the benefit the participant would otherwise accrue in a limitation year would produce an annual pension in excess of the dollar limitation, the benefit shall be limited to a benefit that does not exceed the dollar limitation.~~

~~(1) *Definitions used in this section.*~~

~~(A) "Annual Pension" means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the dollar limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:~~

~~(i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or~~

~~(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in § 1.417(e)-1(d)(2) for that annuity starting date.~~

~~No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to § 417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this subsection (a), and the amount payable under the form of benefit in any limitation year shall not exceed the limits of this subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose,~~

~~an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.~~

~~(B) "Dollar Limitation" means one hundred sixty thousand dollars ($160,000.00) (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:~~

~~(i) Except with respect to a participant who is a "qualified participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age sixty-two (62) the age-adjusted dollar limitation is equal to the lesser of—~~

~~(I) The actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age sixty-two (62), where annual payments under the straight life annuity commencing at age sixty-two (62) are equal to the dollar limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a five (5) percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(II) The dollar limitation (as adjusted pursuant to section 415(d)) multiplied by the ratio of the annual amount of~~

~~the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age sixty-two (62), with both annual amounts determined without applying the rules of section 415.~~

~~(ii) For benefits beginning after the age of sixty-five (65), the age-adjusted dollar limitation is equal to the lesser of:~~

~~(I) The actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age sixty-five (65), where annual payments under the straight life annuity commencing at age sixty-five (65) are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a five (5) percent interest rate and the applicable mortality table under § 1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(II) The section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and § 1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age sixty-five (65) straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately~~

~~commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age sixty-five (65) straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is sixty-five (65) years old and has the same accrued benefit (with no actuarial increases for commencement after age sixty-five (65)) as the participant receiving the distribution (determined disregarding the participant's accruals after age sixty-five (65) and without applying the rules of section 415).~~

~~(iii) There shall be no age adjustment of the dollar limitation with respect to benefits beginning between the ages of sixty-two (62) and sixty-five (65).~~

~~(2) The limitations set forth in this subsection (a) shall not apply if the annual pension does not exceed ten thousand dollars ($10,000.00) provided the participant has never participated in a defined contribution plan maintained by the city.~~

~~(3) Cost-of-living adjustments in the dollar limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under subsection 415(d) of the Code.~~

~~(4) In the case of a participant who has fewer than 10 years of participation in the plan, the dollar limitation set forth in paragraph (1)(B) of this subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the~~

~~number of years (or part thereof) of participation in the plan, and (ii) the denominator of which is 10.~~

~~(5) Any portion of a participant's benefit that is attributable to mandatory employee contributions (unless picked-up by the city) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.~~

~~(6) Should any participant participate in more than one (1) defined benefit plan maintained by the city, in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the dollar limitation applicable at that age, the accrual of the participant's benefit under this plan shall be reduced so that the participant's combined benefits will equal the dollar limitation.~~

~~(7) For a participant who has or will have distributions commencing at more than one (1) annuity starting date, the annual benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.~~

~~(8) The determination of the annual pension under paragraph (a)(1) of this subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.~~

~~(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder.~~

~~If there is any discrepancy between the provisions of this subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this subsection (a) shall be used to decrease future employer contributions.~~

~~(10) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, earnings shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the member and which is not includible in the gross income of the member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code.~~

(a) Maximum amount of retirement income.

(1) The limitations of this Subsection (a) shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein, and are intended to comply with the requirements of the Pension Protection Act of 2006 and shall be construed in accordance with said Act and guidance issued thereunder. The provisions of this Subsection (a) shall supersede any provision of the Plan to the extent such provision is inconsistent with this Subsection.

The Annual Pension as defined in Paragraph (2) below otherwise payable to a Member at any time shall not exceed the Dollar Limitation for the Member multiplied by a fraction whose value cannot exceed one, the numerator of which is the Member's number of years (or part thereof, but not less than one year) of service with the City and the denominator of which is 10. For this purpose, no

more than one year of service may be credited for any Plan Year. If the benefit the Member would otherwise accrue in a limitation year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Dollar Limitation.

(2) "Annual Pension" means the sum of all annual benefits, payable in the form of a straight life annuity. Benefits payable in any other form shall be adjusted to the larger of:

a. For limitation years beginning on or after July 1, 2007

1. the straight life annuity (if any) payable to the Member under the Plan commencing at the same Annuity Starting Date as the Member's form of benefit, or

2. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

b. For limitation years beginning before July 1, 2007

1. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using the interest rate and mortality basis specified by the Board of Trustees for determining Actuarial Equivalence under the Plan for the particular form of payment, or

2. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using

a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(3) "Dollar Limitation" means, effective for the first limitation year beginning after January 1, 2001, $160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a Member's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The Dollar Limitation shall be further adjusted based on the age of the Member when the benefit begins as follows:

a. For Annuity Starting Dates in limitation years beginning on or after July 1, 2007

1. If the Annuity Starting Date for the Member's benefit is after age 65

(i) If the Plan does not have an immediately commencing straight life annuity payable at

both age 65 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member's Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity Starting Date (and expressing the Member's age based on completed calendar months as of the Annuity Starting Date).

(ii) If the Plan does have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under

Subclause (3)a.1.(i) of this Subsection(a). For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date is the annual amount of such annuity payable to the Member, computed disregarding the Member's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Member who is age 65 and has the same Accrued Benefit as the Member.

2. Except with respect to a Member who is a "Qualified Member" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code), if the Annuity Starting Date for the Member's benefit is before age 62

(i) If the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member's Annuity Starting Date that is the

actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity Starting Date (and expressing the Member's age based on completed calendar months as of the Annuity Starting Date).

(ii) If the Plan does have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subclause (3)a.2.(i) of this Subsection (a).

b. For Annuity Starting Dates in limitation years beginning before July 1, 2007

Age as of Annuity Starting Date:	Adjustment of Dollar Limitation:
Over 65	The smaller of: (a) the actuarial equivalent of the limitation for age 65, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan, or (b) the actuarial equivalent of the limitation for age 65, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v). Any increase in the Dollar Limitation determined in accordance with this paragraph shall not reflect a mortality decrement between age 65 and the age at which benefits commence if benefits are not forfeited upon the death of the Member. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
62 to 65	No adjustment.
Less than 62	The smaller of: (a) the actuarial equivalent of the limitation for age 62, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan, or (b) the actuarial equivalent of the limitation for age 62, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v). This adjustment shall not apply to any "Qualified Member" as defined in Section 415(b)(2)(H), nor to survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code.

(4) With respect to Subclause (3)a.1.(i), Subclause (3)a.2.(i) and Subparagraph (3)(B) above, no adjustment shall be made to the Dollar Limitation to reflect the probability of a Member's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Member prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Member's death if the Plan does not charge Members for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Member's death.

(5) The term “limitation year” is the 12 month period which is used for application of the limitations under Code Section 415 and shall be the calendar year.

(6) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed $10,000 provided the Member has never participated in a Defined Contribution Plan maintained by the City.

(7) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.

(8) In the case of a Member who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (3) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.

(9) Any portion of a Member’s benefit that is attributable to mandatory Member contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.

(10) Should any Member participate in more than one defined benefit plan maintained by the City, in any case in which the Member’s benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the Member’s benefit under this Plan shall be reduced so that the Member’s combined benefits will equal the Dollar Limitation.

(11) For a Member who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether

a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(12) The determination of the Annual Pension under Paragraph (A)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(13) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.

(14) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this Subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) 2 and ½ (two and one-half) months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance.

Section 5. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Section 16-153(c), of the Code of Ordinances of the City of Lake Worth, is hereby amended by deleting the ~~stricken-through~~ words and adding the underlined words:

(c) Required Minimum Distributions.

(1) *Required Beginning Date.* The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date as defined in Subsection (b) of this Section 16-153.

(2) *Death of Member Before Distributions Begin.*

~~(A)~~a. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

~~(i)~~1. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

~~(ii)~~2. If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

~~(iii)~~3. If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

~~(B)~~b. The Member's entire interest shall be distributed as follows:

~~(i)~~1. *Member Survived by Designated Beneficiary.* If the Member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in Subparagraph ~~(2)(A)~~(2)a. above, over the life of the designated beneficiary or over a period certain not exceeding:

~~(I)~~(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

~~(II)~~(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

~~(ii)~~2. *No Designated Beneficiary.* If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

~~(C)~~c. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which: (i) the Member dies before the date distribution of his or her interest begins; (ii) the Member's surviving spouse is the Member's sole

designated beneficiary; and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs ~~(2)(A)~~ (2)a. and ~~2(B)~~(2)b. above shall apply as though the surviving spouse were the Member.

(3) *Requirements For Annuity Distributions That Commence During Member's Lifetime.*

~~(A)~~a. *Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse.* If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspousal beneficiary, annuity payments to be made on or after the Member's Required Beginning Date to the designated beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of Section ~~1.401(a)(9)-6T~~ 1.401(a)(9) 6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

~~(B)~~b. *Period Certain Annuities.* Unless the Member's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the

excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this Subparagraph ~~(3)(B)~~(3)b., or the joint life and last survivor expectancy of the Member and the Member's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) *Form of Distribution.* Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs ~~(4)(A)~~(4)a., ~~(4)(B)~~(4)b. and ~~(4)(C)~~(4)c. below. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

~~(A)~~a. *General Annuity Requirements.* If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

~~(i)~~1. The annuity distributions will be paid in periodic payments made at intervals not longer than one year;

~~(ii)~~2. The distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described

in Paragraphs (2) or (3) above, whichever is applicable, of this Subsection (c);

~~(iii)~~3. Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

~~(iv)~~4. Payments will either be non-increasing or increase only as follows:

~~(I)~~(i) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

~~(II)~~(ii) To the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the Member's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

~~(III)~~(iii) To provide cash refunds of employee contributions upon the Member's death; or

~~(IV)~~(iv)To pay increased benefits that result from a Plan amendment.

~~(B)~~b. *Amount Required to be Distributed by Required Beginning Date.* The amount that must be distributed on or before the Member's Required Beginning Date (or, if the Member dies before distributions begin, the date distributions are required to begin under ~~Subparagraphs~~Clauses ~~(2)(A)(i)~~(2)a.1. or ~~(2)(A)(ii)~~ (2)a.2., whichever is applicable) is the payment that is required for one

payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's Required Beginning Date.

~~(C)~~c. *Additional Accruals After First Distribution Calendar Year.* Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (c), distributions are considered to begin on the Member's Required Beginning Date. If annuity payments irrevocably commence to the Member (or to the Member's Surviving Spouse) before the Member's Required Beginning Date (or, if to the Member's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph ~~(2)(A)~~ (2)a. above), the date distributions are considered to begin is the date distributions actually commence.

(6) *Definitions.*

~~(A)~~a. *Designated beneficiary.* The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section ~~1.401(a)(9)-1, Q&A-4,~~ 1.401(a)(9)-4 the Treasury regulations.

~~(B)~~b. *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar

year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (c).

~~(C)~~c. *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

Section 6. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Section 16-153(d), of the Code of Ordinances of the City of Lake Worth, is hereby amended by deleting the ~~stricken-through~~ words and adding the underlined words:

(d) Rollover Distributions

***

(2) Definitions

The following definitions apply to this Section:

~~(A)~~a. Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

~~(i)~~1. Any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more;

~~(ii)~~2. Any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

~~(iii)~~3. the portion of any distribution ~~that is a hardship distribution described in Section 401(k)(2)(B)(i)(IV) of the Code~~ which is made upon hardship of the Member; and

~~(iv)~~4. The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Section 7. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Section 16-153, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding a subsection (h) as follows:

(h) *Vesting of benefits upon Normal Retirement Date*

Any provision of this plan to the contrary notwithstanding, a Member's accrued benefit shall become 100% vested upon the attainment of the Normal Retirement Date

Section 8. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE IV, DIVISION 1, POLICE RETIREMENT SYSTEM, Section 16-153, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding a subsection (i) as follows:

(i) *Benefits nonforfeitable upon termination of the plan*

Notwithstanding any other provision of this plan to the contrary, all accrued benefits shall become 100% nonforfeitable upon the date of termination of this plan.

Section 9. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 10. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. Sections 2 through 9 of this Ordinance shall be codified.

Section 12. This Ordinance shall become effective on ten (10) days after passage.

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

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 17th day of June, 2014.

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 John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 1st day of July, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-20 - Second Reading and Public Hearing - update the General Employees Retirement System to comply with the Internal Revenue Service Code and favorable ruling on the Employees Retirement System

SUMMARY:
The Ordinance for the City's pension system is reviewed and updated periodically.

BACKGROUND AND JUSTIFICATION:
The attorney for the Employees and Police Retirement Systems provides a review of the governing ordinances to ensure compliance with the IRS and Florida State Statues. Changes in either result in an update to these ordinances.

MOTION:
I move to approve/not approve Ordinance No. 2014-20 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – Not Applicable
Ordinance

ORDINANCE No. 2014-20 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES, AMENDING SECTION 16-29, PENSION BENEFITS; AMENDING SECTION 16-32, DEATH BENEFITS; AMENDING SECTION 16-42, INTERNAL REVENUE CODE COMPLIANCE; AND AMENDING SECTION 16-43, DEFERRED RETIREMENT OPTION PLAN; TO PROVIDE FOR COMPLIANCE WITH THE INTERNAL REVENUE CODE; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE FOR SEVERABILITY AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, on January 4, 2011 an application was filed with the Internal Revenue Service for a Favorable Determination Letter regarding the qualified status of the Plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, on January 24, 2013, the Internal Revenue Service issued a Favorable Determination Letter, finding that the Plan complies with all qualification requirements; and

WHEREAS, the Favorable Determination Letter is subject to the timely adoption of the amendments provided herein, and

WHEREAS, the trustees of the City of Lake Worth General Employees' Retirement System have requested and approved such amendments as being in the best interests of the participants and beneficiaries as well as improving the administration of the plan, and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein.

BE IT ORDAINED BY THE CITY COMMISSION OF THE 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 Ordinance upon adoption hereof.

Section 2. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Subsection 16-25(f), of the Code of Ordinances of the City of Lake Worth, is hereby amended by deleting the ~~stricken-through~~ words and adding the underlined words:

(f) *Compensation.* The term "compensation" shall mean all salary paid to an employee within the meaning of IRC section 415(c)(3). For persons who first became participants of the retirement system on or after October 1, 1979, "compensation" shall exclude payments for all accumulated leave, compensatory time and overtime. ~~For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in Subsection (a) of Section 16-42 hereof, compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code~~.

Section 3. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Subsection 16-29(b), of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding the underlined subparagraph (3) as follows:

…

(b) *Normal retirement age.*

(1) The normal retirement age for participants retiring before October 1, 2015, shall be the first day of the month on which or after the participant attains:

A. Twenty (20) vesting credits; or
B. Vesting credits and years of age totaling seventy-five (75) or more; provided the participant has at least ten (10) vesting credits.

(2) The normal retirement age for participants retiring on or after October 1, 2015, shall be the first day of the month on which or after the participant attains:

A. Fifty-five (55) years of age and thirty (30) vesting credits; or

B. Age sixty-five (65) and ten (10) vesting credits.

(3) Notwithstanding any other provision of this plan to the contrary, a Member's accrued benefits shall become 100% nonforfeitable upon the attainment of Normal Retirement Age.

…

Section 4. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Section 16-32, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding the following underlined Subsection (e):

…

(e) *Death while performing USERRA-qualified active military service*. In the case of a Member who dies on or after January 1, 2007 while performing "Qualified Military Service" under Title 38, United States Code, Chapter 43, Uniformed Services Employment and Reemployment Rights Act ("USERRA") within the meaning of Section 414(u) of the Internal Revenue Code, any "additional benefits" (as defined by Section 401(a)(37) of the Internal Revenue Code) provided under the Plan that are contingent upon a Member's termination of employment due to death shall be determined as though the Member had resumed employment immediately prior to his death. With respect to any such "additional benefits," for vesting purposes only, credit shall be given for the period of the Member's absence from covered employment during "Qualified Military Service".

Section 5. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Subsection 16-42(a), of the Code of Ordinances of the City of Lake Worth, is hereby amended (repealed) by replacing it with the following underlined language:

Sec. 16-42. Internal Revenue Code Compliance.

~~(a) Maximum Pension~~

~~Notwithstanding any provision of this Plan to the contrary, the Annual Pension that is accrued by or paid to a participant shall not exceed the Dollar Limitation set forth below. If the benefit the participant would otherwise accrue in a Limitation Year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited to a benefit that does not exceed the Dollar Limitation.~~

~~(1) Definitions Used in this Section~~

~~(A) "Annual Pension" means the benefits received by a participant under this Plan expressed in the form of a straight life annuity. In determining whether benefits payable exceed the Dollar Limitation set forth below, benefits payable in any form other than a straight life annuity shall be adjusted to the larger of:~~

~~(i) The annual amount of the straight life annuity (if any) payable to the participant under the plan commencing at the same annuity starting date as the form of benefit payable to the participant; or~~

~~(ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.~~

~~No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity~~

~~starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.~~

~~(B) "Dollar Limitation" means $160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:~~

~~(i) Except with respect to a participant who is a "Qualified Participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--~~

~~(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a deferred straight life annuity commencing at age 62, where annual payments under the straight life annuity commencing at age 62 are equal to the Dollar Limitation (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(II) the Dollar Limitation (as adjusted pursuant to section 415(d)) multiplied~~

~~by the ratio of the annual amount of the straight life annuity under the plan to the annual amount of the straight life annuity under the plan commencing at age 62, with both annual amounts determined without applying the rules of section 415.~~

~~(ii) For benefits beginning after the age of 65, the age-adjusted Dollar Limitation is equal to the lesser of:~~

~~(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same actuarial present value as a straight life annuity commencing at age 65, where annual payments under the straight life annuity commencing at age 65 are equal to the dollar limitation of section 415(b)(1)(A) (as adjusted pursuant to section 415(d) for the limitation year), and where the actuarially equivalent straight life annuity is computed using a 5 percent interest rate and the applicable mortality table under §1.417(e)-1(d)(2) that is effective for that annuity starting date (and expressing the participant's age based on completed calendar months as of the annuity starting date); and~~

~~(II) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the participant, computed~~

~~disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).~~

~~(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.~~

~~(2) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed $10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.~~

~~(3) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.~~

~~(4) In the case of a participant who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (1)(B) of this Subsection (a) shall be multiplied by a fraction - (i) the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.~~

~~(5) Any portion of a participant's benefit that is attributable to~~

~~mandatory employee contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.~~

~~(6) Should any participant participate in more than one defined benefit plan maintained by the City, in any case in which the participant's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the participant's benefit under this Plan shall be reduced so that the participant's combined benefits will equal the Dollar Limitation.~~

~~(7) For a participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.~~

~~(8) The determination of the Annual Pension under Paragraph (a)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.~~

~~(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this~~

~~Subsection (a) shall be used to decrease future employer contributions.~~

(a) MAXIMUM AMOUNT OF RETIREMENT INCOME

(1) The limitations of this Subsection (a) shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein, and are intended to comply with the requirements of the Pension Protection Act of 2006 and shall be construed in accordance with said Act and guidance issued thereunder. The provisions of this Subsection (a) shall supersede any provision of the Plan to the extent such provision is inconsistent with this Subsection.

The Annual Pension as defined in Paragraph (2) below otherwise payable to a Member at any time shall not exceed the Dollar Limitation for the Member multiplied by a fraction whose value cannot exceed one, the numerator of which is the Member's number of years (or part thereof, but not less than one year) of service with the City and the denominator of which is 10. For this purpose, no more than one year of service may be credited for any Plan Year. If the benefit the Member would otherwise accrue in a limitation year would produce an Annual Pension in excess of the Dollar Limitation, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Dollar Limitation.

(2) “Annual Pension” means the sum of all annual benefits, payable in the form of a straight life annuity. Benefits payable in any other form shall be adjusted to the larger of:

a. For limitation years beginning on or after July 1, 2007

1. the straight life annuity (if any) payable to the Member under the Plan commencing at the same Annuity Starting Date as the Member’s form of

benefit, or

2. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

b. For limitation years beginning before July 1, 2007

1. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using the interest rate and mortality basis specified by the Board of Trustees for determining Actuarial Equivalence under the Plan for the particular form of payment, or

2. the actuarially equivalent straight life annuity commencing at the same Annuity Starting Date, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v).

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

(3) "Dollar Limitation" means, effective for the first limitation year beginning after January 1, 2001, $160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to limitation years ending with or within the calendar year of the date of the adjustment, but a Member's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The Dollar Limitation shall be further adjusted based on the age of the Member when the benefit begins as follows:

a. For Annuity Starting Dates in limitation years beginning on or after July 1, 2007

1. If the Annuity Starting Date for the Member's benefit is after age 65

(i) If the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement

The Dollar Limitation at the Member's Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member's Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)(E)(v) for that Annuity Starting Date (and expressing the Member's age based on completed calendar months as

of the Annuity Starting Date).

(ii) If the Plan does have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement.

The Dollar Limitation at the Member's Annuity Starting Date is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subclause (3)a.1.(i) of this Subsection(a). For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date is the annual amount of such annuity payable to the Member, computed disregarding the Member's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Member who is age 65 and has the same

Accrued Benefit as the Member.

2. Except with respect to a Member who is a “Qualified Member” as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code), if the Annuity Starting Date for the Member’s benefit is before age 62.

(i) If the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement.

The Dollar Limitation at the Member’s Annuity Starting Date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Member’s Annuity Starting Date that is the actuarial equivalent of the Dollar Limitation with actuarial equivalence computed using a 5.00% interest rate assumption and the mortality basis prescribed in Code Section 415(b)(2)€(v) for that Annuity Starting Date (and expressing the Member’s age based on completed calendar months as of the Annuity Starting Date).

(ii) If the Plan does have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement.

The Dollar Limitation at the Member’s Annuity Starting Date

is the lesser of (aa) the Dollar Limitation multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Member's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Subsection (a), and (bb) the limitation determined under Subclause (3)a.2.(i) of this Subsection (a).

b. For Annuity Starting Dates in limitation years beginning before July 1, 2007.

Age as of Annuity Starting Date:	Adjustment of Dollar Limitation:
Over 65	The smaller of: (a) the actuarial equivalent of the limitation for age 65, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan, or (b) the actuarial equivalent of the limitation for age 65, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v). Any increase in the Dollar Limitation determined in accordance with this paragraph shall not reflect a mortality decrement between age 65 and the age at which benefits commence if benefits are not forfeited upon the death of the Member. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
62 to 65	No adjustment.
Less than 62	The smaller of: (a) the actuarial equivalent of the limitation for age 62, computed using the interest rate and mortality basis specified by the Board of Trustees for determining actuarial equivalence under the Plan, or (b) the actuarial equivalent of the limitation

	for age 62, computed using a 5.00% interest rate and the mortality basis prescribed in Code Section 415(b)(2)(E)(v). This adjustment shall not apply to any "Qualified Member" as defined in Section 415(b)(2)(H), nor to survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code.

(4) With respect to Subclause (3)a.1.(i), Subclause (3)a.2.(i) and Subparagraph (3)(B) above, no adjustment shall be made to the Dollar Limitation to reflect the probability of a Member's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Member prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Member's death if the Plan does not charge Members for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Member's death.

(5) The term "limitation year" is the 12 month period which is used for application of the limitations under Code Section 415 and shall be the calendar year.

(6) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed $10,000 provided the Member has never participated in a Defined Contribution Plan maintained by the City.

(7) Cost-of-living adjustments in the Dollar Limitation for benefits shall be limited to scheduled annual increases determined by the Secretary of the Treasury under Section Subsection 415(d) of the Code.

(8) In the case of a Member who has fewer than 10 years of participation in the Plan, the Dollar Limitation set forth in Paragraph (3) of this Subsection (a) shall be multiplied by a fraction - (i)

the numerator of which is the number of years (or part thereof) of participation in the Plan, and (ii) the denominator of which is 10.

(9) Any portion of a Member's benefit that is attributable to mandatory Member contributions (unless picked-up by the City) or rollover contributions, shall be taken into account in the manner prescribed in the regulations under Section 415 of the Code.

(10) Should any Member participate in more than one defined benefit plan maintained by the City, in any case in which the Member's benefits under all such defined benefit plans (determined as of the same age) would exceed the Dollar Limitation applicable at that age, the accrual of the Member's benefit under this Plan shall be reduced so that the Member's combined benefits will equal the Dollar Limitation.

(11) For a Member who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to § 1.401(a)-20, Q&A 10(d), and with regard to § 1.415(b)1(b)(1)(iii)(B) and (C) of the Income Tax Regulations.

(12) The determination of the Annual Pension under Paragraph (A)(1) of this Subsection (a) shall take into account (in the manner prescribed by the regulations under Section 415 of the Code) social security supplements described in § 411(a)(9) of the Internal Revenue Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(13) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the

City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.

(14) For the purpose of applying the limitations set forth in Sections 401(a)(17) and 415 of the Internal Revenue Code, Compensation shall include any elective deferral (as defined in Code Section 402(g)(3) of the Internal Revenue Code), and any amount which is contributed or deferred by the employer at the election of the Member and which is not includible in the gross income of the Member by reason of Section 125 or 457 of the Internal Revenue Code. For limitation years beginning on and after January 1, 2001, for the purposes of applying the limitations described in this Subsection (a), compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Member by reason of Section 132(f)(4) of the Internal Revenue Code. For limitation years on or after July 1, 2007, compensation shall include payments that otherwise qualify as compensation and that are made by the later of: (a) 2 and ½ (two and one-half) months after severance from employment with the employer, and (b) the end of the limitation year that includes the date of severance.

Section 6. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Subsection(c) of Section 16-42, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding the underlined language and deleting the ~~stricken~~ language as follows:

(c) Required Minimum Distributions.

(1) *Required Beginning Date.* The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date as defined in Subsection (b) of this Section 16-42.

(2) *Death of Member Before Distributions Begin.*

~~(A)~~a. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

~~(i)~~1. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by December 31 of the calendar year in which the Member would have attained age 70½, if later.

~~(ii)~~2. If the Member's surviving spouse is not the Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

~~(iii)~~3. If there is no designated beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

~~(B)~~b. The Member's entire interest shall be distributed as follows:

~~(i)~~1. *Member Survived by Designated Beneficiary.* If the Member dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Member's entire interest will be distributed, beginning no later than the time described in Subparagraph ~~(2)(A)~~(2)a. above, over the life

of the designated beneficiary or over a period certain not exceeding:

~~(I)~~(i) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Member's death; or

~~(II)~~(ii) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

~~(ii)~~2. *No Designated Beneficiary.* If the Member dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

~~(C)~~c. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which: (i) the Member dies before the date distribution of his or her interest begins; (ii) the Member's surviving spouse is the Member's sole designated beneficiary; and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs ~~(2)(A)~~ (2)a. and ~~2(B)~~(2)b. above shall apply as though the surviving spouse were the Member.

(3) *Requirements For Annuity Distributions That Commence During Member's Lifetime.*

~~(A)~~a. *Joint Life Annuities Where the Beneficiary Is Not the Member's Spouse.* If the Member's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Member and a nonspousal beneficiary, annuity payments to be made on or after the Member's Required Beginning Date to the designated beneficiary after the Member's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Member using the table set forth in Q&A-2 of Section ~~1.401(a)(9)-6T~~ 1.401(a)(9) 6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Member and a nonspousal beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

~~(B)~~b. *Period Certain Annuities.* Unless the Member's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Member's lifetime may not exceed the applicable distribution period for the Member under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Member reaches age 70, the applicable distribution period for the Member is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Member as of the Member's birthday in the year that contains the annuity starting date. If the Member's spouse is the Member's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Member's applicable distribution period, as determined under this Subparagraph ~~(3)(B)~~(3)b., or the joint life and last survivor expectancy of the Member and the Member's spouse as determined

under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the calendar year that contains the annuity starting date.

(4) *Form of Distribution.* Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Subparagraphs ~~(4)(A)~~(4)a., ~~(4)(B)~~(4)b. and ~~(4)(C)~~(4)c. below. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

~~(A)~~a. *General Annuity Requirements.* If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

~~(i)~~1. The annuity distributions will be paid in periodic payments made at intervals not longer than one year;

~~(ii)~~2. The distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in Paragraphs (2) or (3) above, whichever is applicable, of this Subsection (c);

~~(iii)~~3. Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

~~(iv)~~4. Payments will either be non-increasing or increase only as follows:

~~(I)~~(i) By an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

~~(II)~~(ii) To the extent of the reduction in the amount of the Member's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the Member's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p) of the Code;

~~(III)~~(iii) To provide cash refunds of employee contributions upon the Member's death; or

~~(IV)~~(iv)To pay increased benefits that result from a Plan amendment.

~~(B)~~b. *Amount Required to be Distributed by Required Beginning Date.* The amount that must be distributed on or before the Member's Required Beginning Date (or, if the Member dies before distributions begin, the date distributions are required to begin under ~~Subparagraphs~~Clauses ~~(2)(A)(i)~~(2)a.1. or ~~(2)(A)(ii)~~ (2)a.2., whichever is applicable) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments

for payment intervals ending on or after the Member's Required Beginning Date.

~~(C)~~c. *Additional Accruals After First Distribution Calendar Year.* Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(5) For purposes of this Subsection (c), distributions are considered to begin on the Member's Required Beginning Date. If annuity payments irrevocably commence to the Member (or to the Member's Surviving Spouse) before the Member's Required Beginning Date (or, if to the Member's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph ~~(2)(A)~~ (2)a. above), the date distributions are considered to begin is the date distributions actually commence.

(6) *Definitions.*

~~(A)~~a. *Designated beneficiary.* The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section ~~1.401(a)(9)-1, Q&A-4,~~ 1.401(a)(9)-4 the Treasury regulations.

~~(B)~~b. *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (c).

~~(C)~~c. *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

Section 7. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Section 16-42(d), of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding the underlined language and deleting the ~~stricken~~ language as follows:

(d) Eligible rollover distributions:

~~(1) Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the board of trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distribute in a direct rollover.~~

~~(2) Definitions:~~

~~(A) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period often (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).~~

~~(B) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible~~

~~retirement plan is an individual retirement account or individual retirement annuity. An eligible retirement plan shall also mean, with respect to distributions made after December 31, 2001, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a domestic relation order, as defined in Section 414(p) of the Code.~~

~~(C) Distributee: A distributee includes a participant or former participant.~~

~~(D) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.~~

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(2) Definitions

The following definitions apply to this Section:

a. Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

1. any distribution that is one of a series

of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

2. any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

3. the portion of any distribution which is made upon hardship of the member; and

4. the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), provided that a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, a qualified trust described in Section 401 (a) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency

or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, with respect to distributions on or after January 1, 2008, a Roth IRA (subject to the limitations of Code Section 408A(c)(3)) that accepts the distributee's eligible rollover distribution.

(4) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. Furthermore, effective January 1, 2007, a surviving designated beneficiary as defined in Section 401(a)(9)(E) of the Code who is not the surviving spouse and who elects a direct rollover to an individual retirement account described in Section 408(a) of the Code or an individual retirement annuity described in Section 408(b) of the Code shall be considered a distributee.

(5) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Section 8. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Section 16-42, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding a new subsection (h) as follows:

…

(h) *Uniformed Services Employment and Reemployment Rights Act.*

The Plan shall at all times be administered in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act, which Act is hereby incorporated by reference.

Section 9. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Section 16-42, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding a new subsection (i) as follows:

…

(i) *Benefits nonforfeitable upon termination of the plan*

Notwithstanding any other provision of this plan to the contrary, all accrued benefits shall become 100% nonforfeitable upon the date of termination of this plan.

Section 10. CHAPTER 16 PENSION AND RETIREMENT, ARTICLE II, EMPLOYEES' RETIREMENT SYSTEM, Section 16-43, of the Code of Ordinances of the City of Lake Worth, is hereby amended by adding a new subsection (d) as follows:

…

(d) *415 Limitations.* All benefit payments and accruals under the DROP shall be in accordance with Subsection 415(c) of the Internal Revenue Code and all regulations thereunder, to the extent applicable, which Subsections and regulations are incorporated herein by reference.

Section 11. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. Sections 2 through 10 of this Ordinance shall be codified.

Section 14. This Ordinance shall become effective on ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner McVoy, seconded by Commissioner Amoroso, and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the 17th day of June, 2014.

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 John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 1st day of July, 2014.

LAKE WORTH CITY COMMISSION

By:_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** Finance

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EXECUTIVE BRIEF

TITLE:
Ordinance No. 2014-21 - Second Reading and Public Hearing - provide for the annual payment from Division II to Division I of the Police Pension System

SUMMARY:
The Ordinance provides for the annual transfer of funds to be a recurring event without further action by the City Commission and addresses when all Division II employees have retired.

BACKGROUND AND JUSTIFICATION:
The City Commission has approved the annual transfer of $202,000 from the Division II to Division I Pension System to offset some of the costs of the Police Pension System. Additionally, Chapter 185 monies will be applied to the Division I Plan in order to fund any remaining unfunded liabilities of the Plan.

MOTION:
I move to approve/not approve Ordinance 2014-21 on second reading.

ATTACHMENT(S):
Fiscal Impact Analysis – Not Applicable
Ordinance

ORDINANCE NO. 2014-21 OF THE CITY OF LAKE WORTH, FLORIDA, AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES; REGARDING PENSIONS AND RETIREMENT, DIVISIONS 1 AND 2 OF THE POLICE RELIEF AND PENSION FUND; PROVIDING FOR RECOGNIZING THE TRANSFER OF CHAPTER 185 PREMIUM TAX REVENUE FROM DIVISION 2 TO DIVISION 1; PROVIDING FOR A SEVERABILITY CLAUSE; FOR THE REPEAL OF CONFLICTING ORDINANCES; A CODIFICATION CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the City of Lake Worth (the "City") and the Police Officers remaining in the City Police Pension Plans, through their bargaining agent the Palm Beach County Police Benevolent Association, have agreed to make changes to the Lake Worth Police Relief and Pension Funds; and

WHEREAS, the City Commission has determined it is in the best interest of the City to adopt certain changes to the City of Lake Worth Police Retirement System, Division 2 Plan, in order to provide funding utilizing additional premium tax revenues to be transferred from the Division 1 Plan; and

WHEREAS, the City Commission has determined it is in the best interest of the City to adopt certain changes to the City of Lake Worth Police Retirement System, Division 1 Plan, in order to utilize the additional premium tax revenues transferred from the Division 2 Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE 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 Ordinance upon adoption hereof.

Section 2. CHAPTER 16, "PENSIONS AND RETIREMENT," ARTICLE IV, "POLICE RETIREMENT PROGRAMS," DIVISION 1, "POLICE RETIREMENT SYSTEM," Subdivision 2, "Pension Plan," Section 16-151, "Funding," and Section 16-180 Credits to individual accounts; of the Code of Ordinances of the City of Lake Worth, is hereby amended by deleting the ~~stricken-through~~ words and adding the underlined words:

Section 16-151. Funding

(b) *Participant contributions.* All participants shall make regular contributions at the rate of six and six-tenths (6.6) percent of compensation for all service prior to October 1, 1997, and seven and six-hundredths (7.06) percent of compensation for all service thereafter which shall be deposited in the system each pay period. For persons who first became participants of the retirement system on or after

October 1, 1979, "compensation" shall exclude payments for all accumulated leave, compensatory time and overtime. The City of Lake Worth shall assume and pay participant contributions in lieu of payroll deductions from participants' earnings. No participant shall have the option of choosing to receive the contributed amounts directly instead of having them paid by the city directly to the plan. All such contributions by the city shall be deemed and considered as a part of the participant's accumulated contributions and subject to all provisions of this plan pertaining to accumulated contributions of members. This city "pick up" of contributions is the result of a five (5) percent reduction of each participant's base pay and of base pay levels which occurred on October 1, 1991 and is intended to comply with section 414(h)~~(~~) (2) of the Internal Revenue Code.

~~Notwithstanding the foregoing provisions of subsection (b), effective upon receipt of $202,000 to be transferred from the Police Relief and Pension Fund during calendar year 2011, the participant contribution shall be increased to fourteen and six-hundredths (14.06) percent of compensation, and then immediately reduced to seven and six-hundredths (7.06) percent of compensation using the $202,000 to offset the cost of the reduction, and effective upon receipt of $202,000 to be transferred from the Police Relief and Pension Fund during calendar year 2012, the participant contribution shall be increased to twenty and six-hundredths (20.06) percent of compensation, and then immediately reduced to seven and six-hundredths (7.06) percent of compensation using the $202,000 to offset the cost of the reduction~~.

Notwithstanding the foregoing provisions of subsection (b), effective upon receipt of $202,000 to be transferred from the Police Relief and Pension Fund during calendar year 2014 and beyond the participant contribution shall be held to seven and six-hundredths (7.06) percent of compensation using the $202,000 to offset the cost of holding the contribution constant,

Section 16-180. - Credits to individual accounts

(c) Effective for the Chapter 185 money received in calendar years 2011, and 2012, and 2013, and all years thereafter, two hundred two thousand dollars ($202,000.00) will be transferred to the D~~d~~ivision 1 fund each year to ~~reduce~~ hold the employee contributions to seven and six-hundredths (7.06) percent.

D. After all active members of Division 2 have retired and are no longer eligible for the share plan monies all Chapter 185 monies received from the state will be applied to the Division 1 plan in order to fund any remaining unfunded liabilities of the plan

Section 3. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

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

Section 5. Section 2 of this Ordinance shall be codified.

Section 6. This Ordinance shall become effective ten (10) days after passage.

The passage of this Ordinance on first reading was moved by Commissioner Amoroso, seconded by Commissioner McVoy and upon being put to a vote, the vote was as follows:

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

The Mayor thereupon declared this Ordinance duly passed on first reading on the17th day of June, 2014

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 John Szerdi

The Mayor thereupon declared this Ordinance duly passed and enacted on the 1st day of July, 2014.

CITY OF LAKE WORTH, FLORIDA

_____
Pam Triolo, Mayor

ATTEST:

_____
Pamela J. Lopez, City Clerk

CITY OF LAKE WORTH

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

AGENDA DATE: July 1, 2014, Regular Meeting **DEPARTMENT:** City Commission

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EXECUTIVE BRIEF

TITLE:
Designate a voting delegate to the Florida League of Cities Annual Business Meeting in Hollywood, Florida

SUMMARY:
This item is to select a voting delegate for the Florida League of Cities' Annual Business Meeting held during their annual conference in Hollywood, Florida on August 14-16, 2014.

BACKGROUND AND JUSTIFICATION:
Annually, the Florida League of Cities holds a conference to provide opportunities for networking among officials from across the state as well as conducting the annual business meeting. Numerous presentations and panel discussions help officials stay current on important issues affecting local government. Especially important is staying familiar with activities and actions of the Florida State government. Attendees engage in discussing specific problems with their peers, identifying solutions and sharing ideas.

This year, the Florida League of Cities will be celebrating "Cities take on Technology," which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively. A voting delegate needs to be appointed to represent the City during the business meeting.

On August 6, 2013, the City Commission appointed Mayor Triolo to serve as the voting delegate
.

MOTION:
I move to appoint _____ as the voting delegate for the Florida League of Cities Annual Business meeting at the Florida League of Cities annual conference on August 14-16, 2014 in Hollywood, Florida.

ATTACHMENT(S):
Fiscal Impact Analysis – not applicable
Florida League of Cities 88th Annual Conference information

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 19, 2014

SUBJECT: 88th Annual FLC Conference –"*Cities take on Technology*"
VOTING DELEGATE AND RESOLUTION INFORMATION
August 14-16, 2014 – Westin Diplomat, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Westin Diplomat, Hollywood, Florida on August 14-16. This year we are celebrating "*Cities take on Technology*", which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2013.

Registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 9, 2014.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 11, 2014.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution

President **P.C. Wu,** Councilmember, Pensacola
First Vice President **Lori C. Moseley,** Mayor, Miramar • Second Vice President **Matthew D. Surrency,** Mayor, Hawthorne
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

88th Annual Conference
Florida League of Cities, Inc.
August 14-16, 2014
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email *gdennard@flcities.com*

Procedures for Submitting Resolutions
Florida League of Cities' 88th Annual Conference
Westin Diplomat
Hollywood, Florida
August 14-16, 2014

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

(1) Proposed resolutions must be submitted in writing, to be received in the League office by July 9, 2014, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.

(2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)

(3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.

(4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.

(5) Proposed resolutions relating to <u>state legislation</u> will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

(6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

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

AGENDA
CITY OF LAKE WORTH
CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, AUGUST 19, 2014 - 6:00 PM

1. **ROLL CALL:**

2. **INVOCATION:**

3. **PLEDGE OF ALLEGIANCE:**

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

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

   A. 2014 Citizen Survey Analysis Report by Sharon Parsons

   B. Update provided by the Planning & Zoning board

   C. Update provided by College Park Neighborhood Association

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)

10. **PUBLIC HEARINGS:**

11. **UNFINISHED BUSINESS:**

12. **NEW BUSINESS:**

13. **LAKE WORTH ELECTRIC UTILITY:**

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

B. PUBLIC HEARING:

C. NEW BUSINESS:

14. CITY ATTORNEY'S REPORT:

15. CITY MANAGER'S REPORT:

A. September 8, 2014 Draft Commission Agenda

16. ADJOURNMENT:

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

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