



LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
29 SOUTH J STREET, SUITE 1
LAKE WORTH, FLORIDA 33460-3787
www.lakeworthcra.org

Phone: (561) 493-2550
Fax: (561) 493-2549

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Chris Dabros, Project Manager
DATE: June 24, 2014
SUBJECT: Request for Qualifications (RFQ), Design and Engineering Continuing Services

EXPLANATION:

In the interest of meeting specific legal requirements and expediting CRA infrastructure projects, Staff will be issuing a Request for Qualifications (RFQ) for Design and Engineering Services.

Rather than issuing project specific RFQ's and going through the tedious process again for upcoming projects, Staff will advertise *RFQ 03-13/14 Professional Design & Engineering Services (EXHIBIT 'A')* to hire at a minimum three qualified firms to provide design, engineering, surveying and architectural services for future infrastructure projects.

Contractual agreements with the selected firms will be in effect for one year with an option to renew for two successive one year periods.

The benefit of this 'continuing contract' approach is that the CRA will be able to select more than one firm and can then go directly to negotiations on future projects. As a result of this RFQ, the CRA will be able to issue a simple request for letters of interest to the hired firms when we desire services involving design and engineering.

If the Board approves the attached draft RFQ, Staff will publicly advertise the announcement for a minimum of 30 days. Proposals will then be ranked by a review committee and selections will be brought back to the CRA Board for final review.

This process will help jumpstart design services for the 5th Ave. South Bikeway project and will expedite future design services for other capital improvements.

RECOMMENDATION:

Staff recommends the Board review the attached RFQ (including standard agreement) for professional design & engineering services. Please provide any suggestions and comments if necessary. Once a final version is approved, Staff will publicly advertise a notice for the RFQ.

**CITY OF LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY (CRA)
REQUEST FOR QUALIFICATIONS
Respondent's Checklist
"Professional Design and Engineering Services"**

Solicitation Number: RFQ 03-13/14

How To Submit Your Qualifications

Please Review This Document Carefully. Offers That Are Accepted By The CRA Are Binding Contracts. **Incomplete Submittals Are Not Acceptable.** All Documents And Submittals Shall Be Received By The CRA On Or Before Date And Hour For Specified For Receipt. Late Submittals Will Be Returned Unopened.

The Following Documents Shall Be Returned With Qualifications:

One (1) Original

- Letter Of Interest
- GSA Standard Form 330
- Project Approach
- Budget Control
- Additional Documents
- Drug-Free Workplace Form
- Information Sheet For Transactions And Conveyances Corporate Identification
- Certificate Of Authority To Do Business From The State Of Florida
- Occupational License
- Florida Department Of Business And Professional Regulation - License(S), Certification(S) And Or Registrations(S)

Nine (9) Copies (same items as above)

One (1) Electronic Copy (CD-ROM)

Before You Submit Your Qualifications Have You:

- Placed Your Submittal With All Required Submittal Items In A Sealed Envelope Clearly Marked For RFQ Number, Project Name, Name Of Respondent, And Due Date And Time Of Qualification Receipt?

The Following Submittals Are Required Upon Notice Of Award:

- Certificate Of Insurance
The following are the **MINIMUM** requirements of all approved vendors.
Commercial General Liability Insurance
 - \$1,000,000 per occurrence
 - \$2,000,000 aggregate

Automobile Liability (optional /per case basis)

- \$1,000,000 combined Single Limit

Workers' Compensation

- Must be in accordance with State and Federal Laws (no minimum amount)

***** THE CITY AND LAKE WORTH CRA MUST BE LISTED AS AN ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE. THERE ARE NO EXCEPTIONS!!!**

CITY OF LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY

REQUEST FOR QUALIFICATIONS

Professional Design and Engineering Services

RFQ 003-13/14

Qualification Packages Will Be Received Until: **2:00** p.m., EST, Thursday, July 31, 2014

**Lake Worth Community Redevelopment Agency
29 South J Street
Lake Worth, FL 33460**

**From:
Chris Dabros
Project Manager**

All requests for assistance should be made in writing when possible, preferably email. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Procurement Assistance:

Chris Dabros
Project Manager
29 South J Street
Lake Worth, FL 33460
Tel: (561) 493-2550
Fax: (561) 493-2549
Email: cdabros@lakeworth.org

I. INFORMATION PACKAGE

Request for Qualifications for Professional Design and 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 a broad range of professional design and engineering services for the City of Lake Worth's Community Redevelopment Agency (CRA) 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 if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

The Lake Worth Community Redevelopment Agency (CRA) is a special purpose unit of government created by the City of Lake Worth to eliminate slum and blight within the Community Redevelopment Area. The Community Redevelopment area consists of 518 acres of commercial, industrial and residential areas and is generally described as the Dixie Highway corridor including all the properties fronting along Dixie Highway to the FEC railway; the Downtown, which is Lake and Lucerne Avenues and surrounding neighborhood from the Intracoastal Waterway to A Street; the Gateways District, 6th Avenue South and 10th Avenue North from I-95 to Dixie Highway including one block immediately north and south of the roadways; and the Western Residential Neighborhoods, which are in between the Gateways from the FEC railway west to C Street.

The Lake Worth CRA is governed by a seven (7) member Board of Commissioners who are appointed by the City Commission. Their role is to direct CRA activities in accordance with the approved Lake Worth Redevelopment Plan and approve expenditures for projects. Revenue is generated for CRA projects through Tax Increment Financing.

The Lake Worth CRA engages in various programs and projects to accomplish its goal to redevelop its commercial and residential areas. Activities include capital improvement projects such as infrastructure, streetscape and parking, economic development, including business grants and assistance programs, and neighborhood programs such as residential rehabilitation loans and other community improvements. **The CRA desires to establish a “continuing contract” with one or more engineering firms in order to enable the issuance of project-specific task orders to carry out these projects. Projects may include but not be limited to the following:**

- Downtown and Dixie Highway Parking improvements
- Dixie Highway Streetscape Improvements
- Roadway design and construction/improvements
- Sidewalk repair and replacement
- Alleyway Improvements
- Greenway and park design and construction
- Bikeway and bike lane construction
- Surveying and engineering services
- Infrastructure design
- Projects involving partnerships with FDOT and LAP project management

The resulting “continuing contract” shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a “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 your fees with your response. Your acceptance of the above maximums will suffice.

II. INSTRUCTION TO SUBMITTERS

Firms desiring to provide the above described Professional Services shall **submit one (1) original, nine (9) copies, and one (1) electronic copy (Compact Disk)** of Qualification Packages containing all of the requested information by **2:00 p.m., EST, Thursday July 31, 2014**. Electronic copies should preferably be in Adobe Acrobat PDF format, but other industry standards will be considered.

Original responses 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. Letters, which are substantially incomplete or lack key information, may be rejected by the CRA at its discretion.

The submittals shall be in the format of Standard Form (SF) 330 with the addition of four sections, as described below. 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 response 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.

Proposals will be reviewed independently, by members of the CRA Staff, other requested professionals and/or City staff. CRA Staff will make a recommendation of ranking to the CRA Board of Commissioners. Additionally, the seven (7) members of the CRA Board of Commissioners will independently review the qualifications and Staff recommendation, and will meet to rank the proposals, and make a final recommendation for contract negotiation/approval. Oral presentations may be requested prior to the short-listing/ranking of the respondents, at the CRA's option. Hours per project and direct expenses will be negotiated for each task order after the specific scope of work has been defined.

Award(s) resulting from this solicitation shall be subject to the provisions of, ORDINANCE NUMBER 99-37 "PROCUREMENT CODE OF THE CITY OF LAKE WORTH", ARTICLE 5, PROCUREMENT OF CONSTRUCTION, ARCHITECT-ENGINEER, AND LAND SURVEYING AND MAPPING SERVICES, Part D.

For questions and additional information, contact:

PROCUREMENT

Chris Dabros
Project Manager
29 South J Street
Lake Worth, FL 33460
Tel: (561) 493-2550
Fax: (561) 493-2549
E-mail: cdabros@lakeworth.org
Web Site: <http://www.lakeworthcra.org>

All prospective respondents are hereby cautioned not to contact any CRA Board Member, member of CRA 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 Project Manager. Failure to comply with these procedures will be cause for disqualification of the firm's Letter of Interest.

Responses will be evaluated using the criteria below. It is the CRA's intention to notify Firms as to the CRA's selection, within three (3) weeks of submittal date.

EVALUATION CRITERIA

- 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 of nearest office
- Recent, current, and projected workload
- Volume of work previously awarded to firms by the CRA 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.
- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.
- Any additional requirements as defined in State of Florida Statute 287.055 Consultants Competitive Negotiations Act

III. SUBMITTAL FORMAT

The Submittal shall be in the format of the Standard Form (SF) 330 with additional four (4) sections as listed below:

Additional Four (4) Sections:

- Introduction

- Letter of Interest by corporate office or principal of the firm.
- Specific Professional services to be offered (please delineate each service your firm offers).
- Table of Contents.

Tab 1	GSA SF 330 PART I – Contract Specific Qualifications Standard Form (SF) 330, Section A – Contract Information. <ul style="list-style-type: none"> ○ Blocks 1-3
Tab 2	Standard Form (SF) 330, Section B – Architect – Engineer Point of Contact. <ul style="list-style-type: none"> ○ Blocks 4-8
Tab 3	Standard Form (SF) 330, Section C – Proposed Team. <ul style="list-style-type: none"> ○ Blocks 9-11
Tab 4	Standard Form (SF) 330, Section D – Organizational Chart of Proposed Team.
Tab 5	Standard Form (SF) 330, Section E – Resumes of Key Personnel Proposed for this Contract including past relevant projects. <ul style="list-style-type: none"> ○ Blocks 12-19
Tab 6	Standard Form (SF) 330, Section F – Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract. <ul style="list-style-type: none"> ○ Blocks 20-25
Tab 7	Standard Form (SF) 330, Section G – Key Personnel Participation in Example Projects. <ul style="list-style-type: none"> ○ Blocks 26-29
Tab 8	Standard Form (SF) 330, Section H – Additional Information <ul style="list-style-type: none"> ○ Block 30
Tab 9	Standard Form (SF) 330, Section I – Authorized Representative

- Blocks 31-33

Tab 10

GSA SF 330 PART II – General Qualifications
Standard Form (SF) 330, *If a firm has branch offices, complete for each specific branch office seeking work.*

- Blocks 1-12

Tab 11

Statements & Documentation

- **Proof of licenses/certifications**
Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.

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: www.sunbiz.org.

- **Information Sheet for Transactions and Conveyances Corporate Identification.**

Provide the information on the forms provided herein for the prime firm or each firm in the professional team if joint venture.

- **Certificate(s) of Insurance.**

A sample Certificate of Insurance is included and reflects the insurance requirements deemed necessary for this project by the City of Lake Worth Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

- **Conflict of Interest Statement**

Provide a notarized statement certifying that no member of your firm ownership, management or staff has vested interest in any aspect of any department of the City of Lake Worth or the Lake Worth CRA. Submittal shall include the disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this project only or a statement saying that there are no conflicts of interest.

- **Key Personnel Statement**

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

- 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.

- Include any additional information to represent your firm for consideration.
- Acknowledgment of Addenda (if applicable).

IV: INSURANCE

The firm shall procure and maintain the following described insurance, except for coverage's specifically waived by the CRA, 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 coverage's 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 CRA and City of Lake Worth 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 Lake Worth Community Redevelopment Agency (CRA) as additionally insured to the extent of its interests arising from this agreement, contract or lease.

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

The firm's deductibles/self-insured retentions shall be disclosed to the CRA and may be disapproved by the CRA. They shall be reduced or eliminated at the option of the CRA. 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 CRA, 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 and Federal Laws, or a valid certificate of exemption issued by the State of Florida, or an affidavit in accordance with Chapter 440 of the Florida Statutes.

Firm shall also purchase any other coverage's 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 coverage's, and property damage resulting from explosion, collapse or underground (XCU) 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 CRA's acceptance of renovation or construction projects.

Business Auto Liability Coverage

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

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's. 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 CRA, certificates of insurance shall be accompanied by documentation that is acceptable to the CRA 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 CRA at least 30 days prior to coverage renewals. Failure of the firm to provide the CRA with such renewal certificates may be considered justification for the CRA to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that The Lake Worth Community Redevelopment Agency 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 Lake Worth Community Redevelopment Agency as the certificate holder as follows:

The Lake Worth Community
Redevelopment Agency
29 South J Street, Suite 1
Lake Worth, FL 33460
5. Indicate that the CRA 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 CRA, 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 CRA, 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 CRA, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Endorsements/Additional Insurance

The CRA 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 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.

V. SAMPLE FORMS INDEX – These forms need to be filled out and returned or your submission may be rejected!

- Maximum Continuing Contract Fee Schedule Acceptance Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Drug-Free Workplace Form

**VI. SAMPLE STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENT BETWEEN
SELECT FIRM and LAKE WORTH CRA**

[Maximum Continuing Contract Fee Schedule Acceptance](#)

In order for a “Continuing Contract” to be established, a fee schedule must be established. The Office of Purchasing on behalf of The CRA offers a “Fee Schedules” consisting of:

- 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 response. Your acceptance of the above maximums will suffice.

Individual Task Orders will be negotiated with the “Fee Schedules” as a “ceiling”.

[] Yes, the “Fee Schedule” formula is acceptable.

Signature

Title

[] No, the “Fee Schedule” formula is not acceptable.

Signature

Title

**Information Sheet
For Transactions and Conveyances
Corporation Identification**

The following information will be provided to the CRA for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created:
Name as spelled in that State:

What kind of corporation is it: "For Profit or Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box:
City, State Zip:
Street Address:
City, State, Zip:

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Contract must be signed by the President or Vice-President. Any other officer must have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded firm shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above whom will sign on behalf of the company:

END

Drug-Free Workplace Form

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 CRA will assume the Proposer has not implemented a drug-free workplace program.

VI.

**STANDARD PROFESSIONAL CONSULTING SERVICES
CONTRACT DOCUMENTS**

FOR

**AGREEMENT BETWEEN
THE LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY (CRA)**

AND

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AGREEMENT

This is an Agreement between The Lake Worth Community Redevelopment Agency, a Florida public agency created pursuant to Chapter 163, Florida Statutes, with its administrative offices located at 29 South J Street, Lake Worth, Florida 33460, (hereinafter referred to as "CRA,") and _____, a Florida corporation, , whose federal identification number is _____, and whose business address is, _____, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the CRA and the Consultant agree as follows:

ARTICLE 1 **DEFINITIONS AND IDENTIFICATIONS**

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 **CITY COMMISSION:**

The City Commission, is the governing body of The City of Lake Worth, Florida. The City Commission appoints the CRA Board of Commissioners.

1.2 **CRA BOARD OF COMMISSIONERS:**

The CRA Board of Commissioners, is the governing body of the CRA.

1.3 **CONSULTANT:**

_____, is the Consultant selected to perform professional services pursuant to this Agreement.

1.4 **CONTRACT ADMINISTRATOR:**

Whenever the term Contract Administrator is used herein, it is intended to mean Joan Oliva, Executive Director of the Lake Worth CRA. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.5 **COMMUNITY REDEVELOPMENT AGENCY (CRA):**

The CRA is a special purpose unit of government created by the City of Lake Worth, Florida, which itself is a body corporate and politic and a political subdivision of the State of Florida.

1.6 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization issued by the CRA or the Contract Administrator to commence the project as described in the Task Order.

1.7 PROJECT:

The project is the task, as defined in Section 1.11, assigned to the Consultant pursuant to this Agreement.

1.8 PROJECT MANAGER:

The project manager shall mean the staff person within the CRA who is assigned by the Contract Administrator to oversee the task order work.

1.9 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for The CRA as requested and as outlined herein.

1.10 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.11 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 **Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Executive Director of the CRA, and this Agreement incorporates the results of such negotiations.**
- 2.2 The CRA Board of Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected (Consultant Firm Name), to perform such services hereunder.
- 2.3 The CRA will budget funds for each task order issued under the Agreement.

ARTICLE 3 **SCOPE OF SERVICES**

- 3.1 The Consultant will provide _____ (briefly describe) _____ as hereinafter described in this Article 3 for tasks outlined in the CRA's solicitation number _____. In the event of a conflict between the terms of the solicitation and this Agreement, the terms of this Agreement shall prevail.
- 3.2 The basic professional services to be provided are as set forth in **Exhibit "A,"** attached hereto and incorporated by reference herein, and, unless otherwise specifically excluded from any particular task order, these services shall comport with CRA guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4 **ORDERING OF THE WORK**

- 4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The CRA expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.
- 4.2 The scope of work, provided by the CRA, will constitute the basis for negotiation of each task order. When requested by the CRA, the Consultant will provide a proposal to the CRA to perform the services requested under this scope of work. The CRA and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

- 4.3 In the event a mutually agreeable number of hours is reached, the CRA will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the CRA. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the CRA. If this best and final offer is not acceptable to the CRA, negotiations will cease with the Consultant, and the CRA will open negotiations for the same scope of work with another firm.

ARTICLE 5 **TIME FOR PERFORMANCE**

- 5.1 As a part of its task order proposal, the Consultant shall submit to the CRA a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.
- 5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the CRA. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant's written approval to begin the performance of the Consultant's services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the CRA.

ARTICLE 6 **COMPENSATION AND METHOD OF PAYMENT**

6.1 **COMPENSATION:**

(a) The CRA agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit _____ attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the CRA Executive Director and approved by the CRA Board of Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit "A" attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly

chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the CRA.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law, the CRA's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Lake Worth CRA Board of Commissioners.

6.3 YEARLY ADJUSTMENT OF CONSULTANT'S RATES:

(a) On or before August 31 of each contract year, either party may request an adjustment in the Consultant's existing hourly rate schedule. Both the Consultant and the CRA agree to enter into negotiations concerning such changes upon receipt of a written request from the other detailing the proposed changes and specifying the reasons for such changes. Should the parties fail to reach agreement on the Consultant's revised hourly rates within thirty (30) days after the commencement of such negotiations, this Agreement shall terminate by operation of law on October 1 of that contract year, and the Consultant shall no longer be eligible to offer its services to the CRA pursuant to this Agreement.

(b) The effective date of any such adjustment shall be October 1 of the contract year. The Consultant agrees that throughout the life of this Agreement, at no time will the negotiated rates charged to the CRA be in excess of any other published or unpublished rates paid by any other client of the same class under similar terms and conditions of use and service.

(c) Rate adjustments shall be made a part of this Agreement by the issuance of a written contract amendment executed by the parties.

6.4 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.
2. Living expenses in connection with travel inside and outside of The CRA and other related expenses.
3. Long distance communications and other miscellaneous communications expenses.
4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.

5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.5 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the CRA. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the CRA, payment upon properly executed payment requisitions shall be made to the Consultant within thirty (30) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

6.6 Payment requests will be sent to:

Chris Dabros, Project Manager
Lake Worth CRA
29 South J Street, Suite 1
Lake Worth, FL 33460
PH (561) (493-2550)
FAX (561) (493-2549)

6.7 Payments and notices will be made to the Consultant at:

(Principle Name & Title)
(Consulting Firm's Name)
(Address)
(City, State, Zip)

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as FedEx.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. 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.

ARTICLE 7
ADDITIONAL SERVICES AND
CHANGES IN SCOPE OF SERVICES

- 7.1 The CRA or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of The CRA and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 7.2 The CRA or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the CRA to the Consultant.

ARTICLE 8
CRA'S RESPONSIBILITIES

- 8.1 The CRA shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 8.2 The CRA shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) 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 assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions;

zoning, deed and other land use restriction; and other special data or consultations.

- 8.3 The CRA shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 8.4 The CRA shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the CRA deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.
- 8.5 The CRA will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.**
- 8.6 The CRA shall give prompt written notice to the Consultant whenever the CRA observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.
- 8.7 The CRA will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the CRA.

ARTICLE 9 **CONSULTANT'S RESPONSIBILITIES**

9.1 **QUALITY OF SERVICES:**

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructible product in its designs, drawings, specifications, or other services.

(c) Neither the CRA's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of

this Agreement. Additionally, the Consultant shall be and remain liable to the CRA in accordance with applicable law for all damages to the CRA caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the CRA provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the CRA by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the CRA by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10 GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the CRA whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the CRA at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the CRA's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The CRA, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the CRA determines to be appropriate for the convenience of the CRA. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the CRA will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the CRA for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the CRA be deemed a default, and any such termination shall not subject the CRA to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the CRA against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the CRA, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the CRA, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the CRA of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119,

Florida Statutes, as amended. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the CRA may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

(c) In addition to the foregoing, the Consultant shall comply with the provisions of Section 119.0701, Florida Statutes, which provides as follows:

1. The Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service, pursuant to Chapter 119, Florida Statutes.

2. Provide the public with access to public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

4. Meet all requirements for retaining public records and transfer, at no cost, to the CRA, all public records in possession of the contractor upon termination of the contract 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 CRA in a format that is compatible with the information technology systems of the public agency.

10.4 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 CRA 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.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure

the prior written approval of the CRA unless such work is specifically detailed in the task order.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the CRA. However, the Agreement shall run with the CRA and its successors.

10.7 INDEMNIFICATION OF CRA

In consideration of ten dollars (\$10.00) and other valuable consideration, the Consultant shall defend, indemnify and save harmless the CRA, its officers, agents and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the gross negligence, or actions based upon the willful, wanton or intentional misconduct of the CRA as well as other exclusions provided by F.S. 725.06(1)(c), recklessness or intentional wrongful misconduct of the Consultant and any persons employed or utilized by the Consultant in the performance of the services pursuant to this Agreement, and any associated Work Authorization. Consultant agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the Consultant, its subcontractors, agents, servants or employees. Consultant further agrees to defend, indemnify and save harmless the CRA from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CRA on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CRA for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Consultant to defend at its own expense or to provide for such defense, at the CRA's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the CRA which may result from the operations and activities under this Agreement whether the actions are performed by the Consultant, its subcontractor, or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees, paralegal expenses, and costs at both trial and appellate levels.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence (\$2,000,000 aggregate), including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverage's.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A- or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. The Lake Worth CRA shall be reflected as "additionally insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the CRA office prior to commencement of work hereunder. Certificates shall reflect the additional insured status of The CRA and shall provide for a minimum of thirty (30) days notice of cancellation.

10.9 CLAIMS AND DISPUTES:

- (a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.
- (b) Claims by the Consultant shall be made in writing to the CRA with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.
- (c) The Consultant shall proceed diligently with its performance, as directed by the CRA, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the CRA in writing. The CRA shall

continue to make payments in accordance with the contract documents during such claim period.

10.10 REPRESENTATIVE OF CRA AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TERM OF AGREEMENT:

This Agreement shall be for a one (1) year term beginning (Month Day, Year) and continuing through (Month Day, Year), with an option to renew for two (2) successive one (1) year periods.

10.13 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature 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 original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the CRA determines the contract 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.

10.14 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.15 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the CRA gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.16 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the CRA all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the CRA. Failure to abide by this section shall result in the immediate termination of this Agreement.

10.17 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10.18 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Palm Beach.

10.19 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such

recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the CRA and request clarification of the CRA's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.20 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10.21 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.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the CRA's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the CRA regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the CRA and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 NO WAIVER:

The failure of the Consultant or the CRA to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver

or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

10.25 DEFAULT:

In the event the Consultant fails to comply with the provisions of this Agreement, the CRA may declare the Consultant in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the parties. In such event, the Consultant shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the Consultant in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the Consultant's default.

10.26 ATTORNEY'S FEES:

In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.

10.27 NOTICES:

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place for giving of notice, to-wit:

For CRA: Joan Oliva, Executive Director
Lake Worth Community Redevelopment Agency
29 South "J" Street
Lake Worth, FL 33460
Telephone No. (561) 493-2550
Facsimile No. (561) 493-2549

Copy to: David N. Tolces, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Telephone: (561) 276-9400
Facsimile: (954) 771-4923

For Consultant: _____

Telephone: _____

Facsimile: _____

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: The CRA through its Board of Commissioners signing by its Chairman, duly authorized to execute this Agreement, and (Consultant Firm's Name), signing by and through its President, duly authorized to execute same.

CONSULTANT:
(Consultant Firm's Name), a for-profit corporation authorized to do business in the State of Florida.

By: _____
ATTEST:

Print Name: _____
Title: _____

By: _____

Date: _____

Print Name: _____

Title: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
)SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2014.

NOTARY PUBLIC
My Commission Expires:

CRA:

THE LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY, a Florida public
agency

By: _____
Cary Sabol, Board Chairman

Date: _____

ATTEST:

Joan Oliva, Executive Director/Secretary