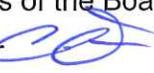


LAKE WORTH
COMMUNITY REDEVELOPMENT AGENCY
 29 SOUTH J STREET, SUITE 1
 LAKE WORTH, FLORIDA 33460-3787
 www.lakeworthcra.org

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

MEMORANDUM

TO: Chair, Vice-Chair and Members of the Board
FROM: Chris Dabros, Project Manager 
DATE: July 8, 2014
SUBJECT: Way-finding Design and Plan – Agreement with Kerestes/Martin Associates (KMA)

EXPLANATION:

At the May 20, 2014 CRA Meeting, the Board authorized Staff to produce an agreement between the CRA and Kerestes/Martin Associates (KMA) Design for the production of a city-wide way-finding plan. In February 2014, the CRA advertised Request for Proposal (RFP) # 02-1314 (*An Opportunity for Way-Finding Signage Design & Implementation Plan*). The purpose of the RFP was to rank and select a qualified design firm with municipal way-finding experience to study and produce a comprehensive way-finding signage plan. KMA was one of the seven firms that responded to the RFP. KMA was the top ranked firm by our review committee and chosen based on their previous and current work across the country and their experience in the way-finding industry. A copy of their fee proposal with a phased approach is included for your review **(EXHIBIT A)**.

In brief, the Scope includes:

- An assessment study to gauge the existing conditions, review previous studies and plans, identify potential partners for the project and coordinate with a steering committee
- **Location Plan & Map** – a location plan and map providing for the most appropriate locations for way-finding signage taking into consideration site conditions and the use of appropriate materials.
- **Fabrication** – the consultant shall provide a plan and estimate for the construction and implementation of a completed signage plan. At least one sample of a physical prototype demonstrating the quality of materials and design that will be provided should be given. The successful applicant must demonstrate the design intent of the signs, structural soundness, ease of installation, ease of maintenance, and resiliency to weather and graffiti.
- **Presentation** – the consultant shall provide for the Selection Committee (and Staff) a visual presentation of the potential final products, listings of primary and secondary locations and a plan on how to easily update the information. The presentation should include an explanation of why the particular design/ materials and main locations were chosen.

The cost of this City-wide Plan is estimated at \$32K. The final production of the plan is expected to take no more than four months to complete.

Additionally, the firm has requested that the CRA waive the requirement to carry *professional liability insurance*. Although the firm does carry general liability, workers compensation and automobile insurance, they are not legally required to carry PLI. Staff feels that waiving this requirement would not place the CRA at great risk. If the firm was not able to complete their tasks, the CRA would withhold any future payments. KMA has performed previous way-finding projects in Florida (including at Walt Disney World, Orange County and the downtown West Palm Beach judicial complex) and has never been required to carry this type of insurance coverage for those projects.

REQUEST:

Staff recommends the Board authorize the Chair to sign and execute the agreement between the CRA and KMA (**EXHIBIT B**) for the production of a comprehensive city-wide way-finding plan and allow for the exclusion of carrying *professional liability insurance* during their service with the CRA.

KMA Design's Fee Proposal (Revised 6-19-14)

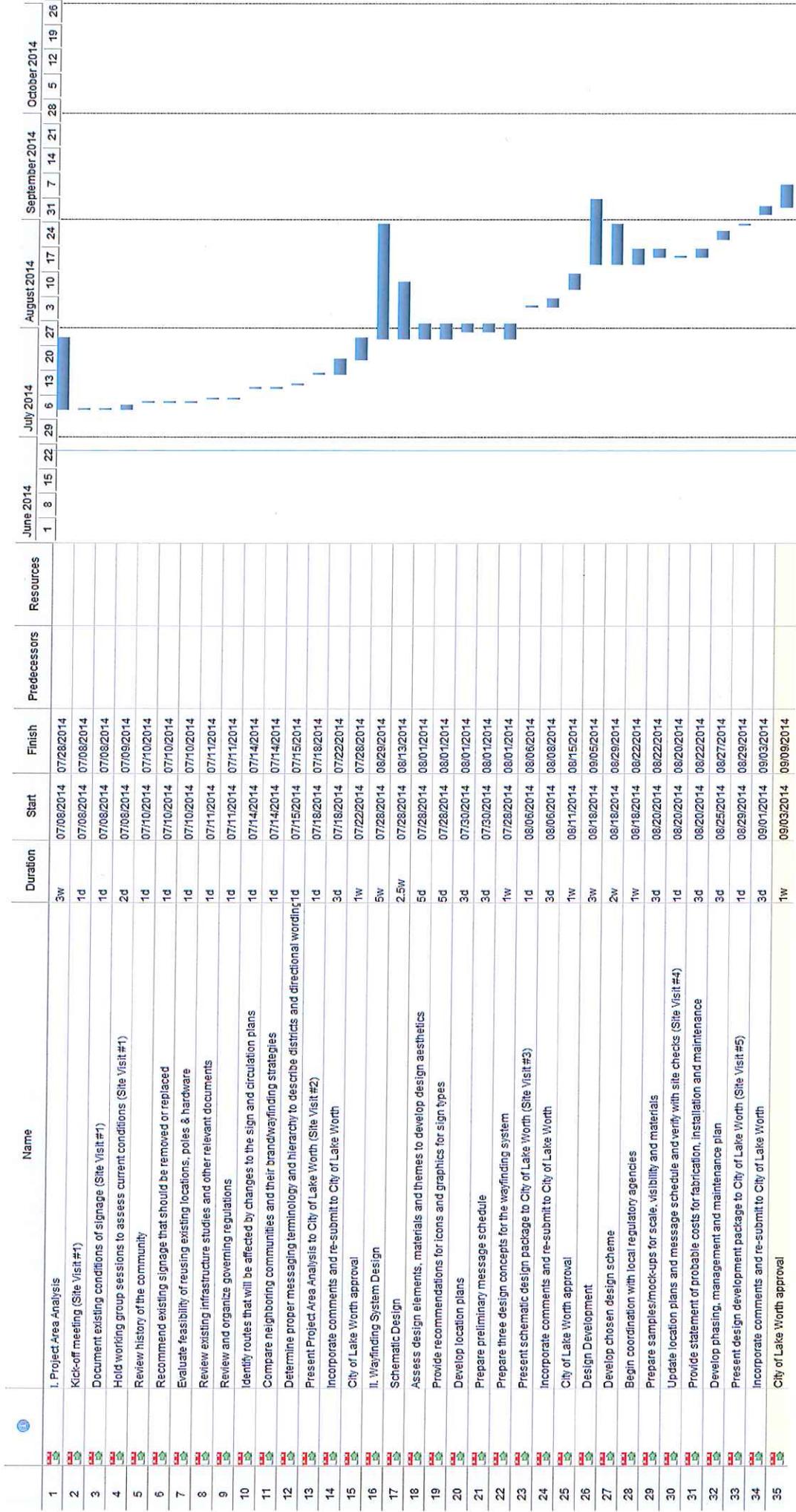
Phase I: Project Area Analysis												
Item	Description	\$150.00 PIC	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	Subtotal Hours	Subtotal Cost				
1	Kick-off meeting to define wayfinding system goals, budget and schedule (Site Visit #1)	4	4		4		12	\$1,240.00				
2	Document existing conditions of signage		8	8			16	\$1,280.00				
3	Hold working group sessions to assess current conditions		2	2			5	\$470.00				
4	Review history of the community	0.25	1	1	0.5		2.75	\$235.00				
5	Recommend existing signage that should be removed, replaced, relocated or consolidated	0.5	0.5				1	\$117.50				
6	Evaluate feasibility of reusing existing locations, poles, hardware	0.5	0.5				1	\$117.50				
7	Review existing infrastructure studies and other relevant documents	0.5	0.5				1	\$117.50				
8	Review and organize governing regulations	0.5	0.5	0.25			1.25	\$136.25				
9	Identify routes that will be affected by changes to the signage and circulation plans	0.5	1	1			2.5	\$235.00				
10	Compare neighboring communities and their brand/wayfinding strategies	0.25	1	1	0.5		2.75	\$235.00				
11	Determine proper messaging terminology and hierarchy to describe districts and directional wording	1	4	4	1		10	\$865.00				
12	Present Project Area Analysis to Lake Worth Community Redevelopment Agency steering committee (Site Visit #2)	4	4				8	\$940.00				
13	Incorporate comments and re-submit to Lake Worth Community Redevelopment Agency	1	2		3		9	\$740.00				
14	Lake Worth Community Redevelopment Agency approval		1				1	\$85.00				
Totals for Phase I:		14	30	17.25	9	3	73.25	\$6,813.75				
Phase II: Wayfinding System Design												
Item	Description	\$150.00 PIC	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	Subtotal Hours	Subtotal Cost				
1	Schematic Design						0	\$0.00				
2	Assess design elements, materials and themes to develop design aesthetics	0.75			2	1	3.75	\$327.50				
3	Provide recommendations for icons and graphics for sign types	1.5			4	2	7.5	\$655.00				
4	Develop location plans	1	4	2	2	6	15	\$1,180.00				
5	Prepare preliminary message schedule	1	8	8			17	\$1,430.00				
6	Prepare three design options for the wayfinding system recommendations	6			10	15	31	\$2,625.00				
7	Present schematic design package to steering committee (Site Visit #3)	4	4				8	\$940.00				
8	Incorporate committee comments into schematic design package and resubmit	1	2		4	4	11	\$880.00				
9	Lake Worth Community Redevelopment Agency approval		1				1	\$85.00				
10	Design Development						0	\$0.00				
11	Develop chosen design including sizes, shapes, colors, finishes, hardware, materials, etc.	6			12	16	34	\$2,840.00				
12	Begin coordination with local regulatory agencies	1	4	4			9	\$790.00				
13	Prepare samples/mock-ups for scale, visibility and materials		8	8			16	\$1,280.00				
14	Update location plans and message schedule accordingly and verify with site checks (Site Visit #4)	1	2	2	4	4	13	\$1,030.00				
15	Provide statement of probable costs for fabrication, installation and maintenance	0.5	2	2			4.5	\$395.00				
16	Develop phasing, management and maintenance plan	0.5	2	2			4.5	\$395.00				
17	Present design development package to steering committee (Site Visit #5)	4	4				8	\$940.00				
18	Incorporate comments from Owner meeting and public forum into design development package	1	2		2	2	7	\$600.00				
19	Lake Worth Community Redevelopment Agency approval		1				1	\$85.00				
Totals for Phase II:		29.25	44	28	40	50	191.25	\$16,477.50				
Subtotal for Phases I-II:								\$23,291.25				
Expenses:								\$7,623.25				
Grand Total for Services:								\$30,914.50				



-Fee Proposal (Revised 6-19-14)-

KMA Design's Expense Proposal (Revised 6-19-14)

Site Visit #1									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	3							\$ 290.00	\$ 870.00
Hotel @ \$180/night					2			\$ 180.00	\$ 360.00
Per diem at \$50/day/person				3				\$ 50.00	\$ 150.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			25					\$ 1.50	\$ 37.50
8.5" x 11" color prints @ \$0.50 per sheet			10					\$ 0.50	\$ 5.00
11" x 17" b/w prints @ \$0.35 per sheet			20					\$ 0.35	\$ 7.00
8.5" x 11" b/w prints @ \$0.25 per sheet			10					\$ 0.25	\$ 2.50
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,706.25
Site Visit #2									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			50					\$ 1.50	\$ 75.00
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			50					\$ 0.25	\$ 12.50
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,264.25
Site Visit #3									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			75					\$ 1.50	\$ 112.50
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			25					\$ 0.25	\$ 6.25
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,295.50
Site Visit #4									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			75					\$ 1.50	\$ 112.50
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			50					\$ 0.25	\$ 12.50
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,301.75
Site Visit #5									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			75					\$ 1.50	\$ 112.50
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			25					\$ 0.25	\$ 6.25
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,295.50
Miscellaneous Expenses									
	State of FL	PA Subsistence	Registered Agent	Annual Report	Admin Costs			Cost Extension	Subtotal Costs
Filing fee with State of Florida for authorization to do business	1							\$ 70.00	\$ 70.00
Certificate of Subsistence with Commonwealth of PA		1						\$ 40.00	\$ 40.00
Registered Agent (annual cost)**			1					\$ 100.00	\$ 100.00
Annual Report Filing (annual cost)**				1				\$ 150.00	\$ 150.00
Administrative Costs (at \$50.00/hour)					8			\$ 50.00	\$ 400.00
**If contract extends past one year, annual costs for maintaining registration will be applied.								Total:	\$ 760.00
								Grand Total Expenses:	\$ 7,623.25



	Name	Duration	Start	Finish	Predecessors	Resources
1	I. Project Area Analysis	3w	07/08/2014	07/28/2014		
2	Kick-off meeting (Site Visit #1)	1d	07/08/2014	07/08/2014		
3	Document existing conditions of signage (Site Visit #1)	1d	07/08/2014	07/08/2014		
4	Hold working group sessions to assess current conditions (Site Visit #1)	2d	07/08/2014	07/09/2014		
5	Review history of the community	1d	07/10/2014	07/10/2014		
6	Recommend existing signage that should be removed or replaced	1d	07/10/2014	07/10/2014		
7	Evaluate feasibility of reusing existing locations, poles & hardware	1d	07/10/2014	07/10/2014		
8	Review existing infrastructure studies and other relevant documents	1d	07/11/2014	07/11/2014		
9	Review and organize governing regulations	1d	07/11/2014	07/11/2014		
10	Identify routes that will be affected by changes to the sign and circulation plans	1d	07/14/2014	07/14/2014		
11	Compare neighboring communities and their brandwayfinding strategies	1d	07/14/2014	07/14/2014		
12	Determine proper messaging terminology and hierarchy to describe districts and directional wording	1d	07/15/2014	07/15/2014		
13	Present Project Area Analysis to City of Lake Worth (Site Visit #2)	1d	07/18/2014	07/18/2014		
14	Incorporate comments and re-submit to City of Lake Worth	3d	07/18/2014	07/22/2014		
15	City of Lake Worth approval	1w	07/22/2014	07/28/2014		
16	II. Wayfinding System Design	5w	07/28/2014	08/29/2014		
17	Schematic Design	2.5w	07/28/2014	08/13/2014		
18	Assess design elements, materials and themes to develop design aesthetics	5d	07/28/2014	08/01/2014		
19	Provide recommendations for icons and graphics for sign types	5d	07/28/2014	08/01/2014		
20	Develop location plans	3d	07/30/2014	08/01/2014		
21	Prepare preliminary message schedule	3d	07/30/2014	08/01/2014		
22	Prepare three design concepts for the wayfinding system	1w	07/28/2014	08/01/2014		
23	Present schematic design package to City of Lake Worth (Site Visit #3)	1d	08/06/2014	08/06/2014		
24	Incorporate comments and re-submit to City of Lake Worth	3d	08/06/2014	08/08/2014		
25	City of Lake Worth approval	1w	08/11/2014	08/15/2014		
26	Design Development	3w	08/18/2014	09/05/2014		
27	Develop chosen design scheme	2w	08/18/2014	08/29/2014		
28	Begin coordination with local regulatory agencies	1w	08/18/2014	08/22/2014		
29	Prepare samples/mock-ups for scale, visibility and materials	3d	08/20/2014	08/22/2014		
30	Update location plans and message schedule and verify with site checks (Site Visit #4)	1d	08/20/2014	08/20/2014		
31	Provide statement of probable costs for fabrication, installation and maintenance	3d	08/20/2014	08/22/2014		
32	Develop phasing, management and maintenance plan	3d	08/25/2014	08/27/2014		
33	Present design development package to City of Lake Worth (Site Visit #5)	1d	08/29/2014	08/29/2014		
34	Incorporate comments and re-submit to City of Lake Worth	3d	09/01/2014	09/03/2014		
35	City of Lake Worth approval	1w	09/03/2014	09/09/2014		

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN THE LAKE WORTH COMMUNITY REVELOPMENT AGENCY AND
KERESTES – MARTIN ASSOCIATES, INC.**

THIS IS AN AGREEMENT, made this 8th day of July 2014, by and between:

LAKE WORTH COMMUNITY REVELOPMENT AGENCY, a Public body, corporate, and politic, duly created and operated pursuant to Chapter 163, Florida Statutes, with a business address of 29 South J Street, Unit 1, Lake Worth, FL 33460, hereinafter referred to as "CRA";

and

KERESTES – MARTIN ASSOCIATES, INC., a Pennsylvania corporation, with a business address of 301 East Main Street, Carnegie, PA 15106, herein after referred to as "CONSULTANT."

WITNESSETH:

The CRA and CONSULTANTS acknowledge the following as the basis for this Independent Contractor Agreement, hereinafter referred to as "Agreement":

WHEREAS, the CRA is desirous of retaining the services of the CONSULTANT to have the CONSULTANT develop a workable plan, including schematic designs and recommendations for directional signage placement throughout the Community Redevelopment Area (the "Program"); and

WHEREAS, the CONSULTANT agrees to provide services to develop a workable plan, including schematic designs and recommendations for directional signage placement throughout the Community Redevelopment Area; and

WHEREAS, the services to be provided to the CRA by the CONSULTANT will further the CRA's redevelopment efforts, serve a municipal and public purpose, and are consistent with the CRA's Redevelopment Plan.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

ARTICLE 1
Incorporation of Whereas Clauses

1.1 The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon execution hereof.

ARTICLE 2

Scope of Services

2.1 The CRA hereby contracts with the CONSULTANT to provide the Scope of Services as provided in **Exhibit "A"**, and consistent with the provisions contained in the portions of the Response to the Request for Proposal and Fee Schedule submitted by CONSULTANT which is attached hereto as **Exhibit "B"**, and incorporated herein by reference.

2.2 In connection with professional services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

- 2.2.1 Maintain an adequate staff of qualified personnel at all times to ensure its performance of its obligations pursuant to the terms of this Agreement.
- 2.2.2 Comply within all Federal, State and Local laws or ordinances applicable to the performance of its obligations pursuant to the terms of this Agreement.
- 2.2.3 Cooperate fully with the CRA in the scheduling and coordination of all services performed pursuant to the terms of this Agreement.
- 2.2.4 Confer with the CRA staff at any time during the term of this Agreement in order to address issues of performance.

ARTICLE 3 **Compensation**

3.1 CONSULTANT shall provide the Services set forth in **Exhibit "A"**, which is attached hereto and incorporated herein by reference, for the sum of Thirty Thousand Nine Hundred Fourteen and 50/100 Dollars (\$30,914.50). The CRA shall make payments in accordance with the fee schedule contained in **Exhibit "B"** to this Agreement, which is incorporated herein by reference. The CRA's obligation to pay any funds to the CONSULTANT is subject to the annual budgeting and appropriation of funds by the CRA Board of Commissioners.

3.2 It is acknowledged and agreed by CONSULTANT that these amounts are the maximum payable and constitute a limitation upon CRA's obligation to compensate CONSULTANT for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONSULTANT's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

3.3 CONSULTANT shall invoice the CRA on a monthly basis for actual Services provided to the CRA by CONSULTANT during the preceding month. The CRA shall pay CONSULTANT monthly, in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the CRA Executive Director, or his authorized representative, for failure of CONSULTANT to comply with a term, condition or requirement of this Agreement.

3.4 CONSULTANT shall prioritize and respond to additional services requested such as emergency, intermittent, unplanned or limited, contingent on the availability of resources.

3.5 CONSULTANT agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONSULTANT receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by CRA, or its authorized representatives.

ARTICLE 4

Duration of Agreement; Termination

4.1 The CONSULTANTS complete the Scope of Services as provided in **Exhibit "A"** and **Exhibit "B"** to the Agreement no later than 150 days from the date the CRA Chair executes the Agreement. This Agreement may be extended for additional time upon the execution of a written amendment to this Agreement, of equal dignity herewith.

4.2 The CRA has the right to terminate this Agreement at any time upon providing thirty (30) days written notice to the CONSULTANT. In the event the CRA terminates this Agreement for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CRA's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONSULTANT acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CRA, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for CRA's right to terminate this Agreement for convenience.

ARTICLE 5

Status as Independent Contractor

5.1 The CONSULTANT shall not be considered for any reason an employee of the CRA. The CONSULTANT shall be responsible for the payment of all taxes on monies earned and shall not be a covered employee of the CRA for any CRA provided benefits, including vacation, sick leave, health insurance, life insurance, social security, unemployment compensations or worker compensation purposes.

ARTICLE 6

Qualifications

6.1 The CONSULTANT warrants that the CONSULTANT is qualified to perform all required duties under this Agreement and that they are familiar with the statutory requirements governing the CRA.

6.2 In selecting the CONSULTANT, the CRA has relied on all information and materials provided by CONSULTANT. The CONSULTANT represents that all such information and materials are accurate, complete, and authentic and that they are qualified and have the expertise

to provide such services to the CRA and that the performance of such duties are specialized in nature.

ARTICLE 7
Assignment

7.1 CONSULTANT shall not have the right to assign this Agreement, without the express written consent of the CRA.

ARTICLE 8
Severability of Provisions

8.1 If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Agreement or their application to other parties or circumstances.

ARTICLE 9
Attorney's Fees; Governing Law; and Venue

9.1 In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney's fees at the trial and all appellate levels. This Agreement and the terms, conditions, and covenants contained in it shall be governed by and construed in accordance with the laws of the State of Florida, and any action brought in connection with this Agreement shall be brought in State Court in Palm Beach County, Florida.

ARTICLE 10
Integration of All Agreements and Understandings

10.1 This Agreement contains the entire agreement between the CRA and the CONSULTANT. All prior agreements and understandings, whether written or oral, pertaining to this Agreement with the CONSULTANT are fully abrogated and of no further force and effect from and after the date of this Agreement.

10.2 Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, the CONSULTANT and the CRA and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of and, therefore, construed against either of them.

10.3 The omission from this Agreement of a term or provision contained in an earlier draft of the Agreement shall have no evidentiary significance regarding the contractual intent of the parties.

ARTICLE 11

Indemnification and Insurance

11.1 CONSULTANT agrees to defend, indemnify and hold harmless the CRA, its officials, officers, agents, employees and representatives, past, present and future, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands, including all reasonable costs for investigations and legal defense thereof (including but not limited to attorney fees, court costs and expert witness fees) of any nature whatsoever arising out of or incident to the CONSULTANT's actions related to the performance of the CONSULTANT's obligations pursuant to this Agreement. Nothing herein shall be construed to be a waiver of the CRA's sovereign immunity as provided in Section 768.28, Florida Statutes. This paragraph shall survive any termination of this agreement.

11.2 CONSULTANT shall provide and maintain in force at all times during the Agreement with CRA, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, and Automobile Liability Insurance ~~and Professional Liability Insurance~~ as will assure to the CRA the protection contained in the foregoing indemnification undertaken by CONSULTANT.

11.3 Workers' Compensation Statutory limits with \$100,000 Employers Liability. If CONSULTANT is exempt from the requirements to carry workers' compensation insurance, the CONSULTANT shall provide a certificate evidencing such exemption.

11.4 Commercial General Liability Insurance with limits of no less than \$1,000,000.00 per occurrence \$2,000,000.00 in the aggregate. Bodily injury shall include operations and premises liability, products and completed operations, owners and contractors protective liability and personal injury liability.

11.5 Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$300,000.00 per occurrence.

~~11.6 Professional Liability Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure CRA the indemnification provided herein.~~

11.7 A Certificate of Insurance acceptable to CRA shall be provided listing the above coverages and providing 30 days prior written notice to the CRA in the case of cancellation. The Lake Worth Community Redevelopment Agency shall be named as an additional insured on the Commercial General Liability and Business Auto Liability policies of insurance, with a waiver of subrogation on the Workers' Compensation/Employees Liability Policy.

ARTICLE 12 **Execution of Agreement**

12.1 This Agreement may be executed in duplicate or in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same

instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

ARTICLE 13

Notice

13.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining parties, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CRA and the CONSULTANT designate the following as the respective places for giving of notice:

TOWN: Joan Oliva, Executive Director
29 South J Street
Lake Worth, FL 33460
Telephone No. (561) 493-2550
Facsimile No. (561) 493-2549

COPY TO: David N. Tolces, Esquire
Goren, Cherof, Doody & Ezrol, P. A.
3099 E. Commercial Blvd., #200
Fort Lauderdale, FL 33308
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

CONSULTANTS: Kerestes-Marin Associates, Inc.
301 East Main Street
Carnegie, PA 15106
Attn: Barbara J. Martin, President

Telephone No. (412) 429-4071
Facsimile No. (412) 429-4074

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CRA. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONSULTANT, whether finished or unfinished shall become the property of CRA and shall be delivered by CONSULTANT to the CRA Executive Director within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

14.2 CRA shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by the CRA, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes). Such retention of such records and documents shall be at CONSULTANT's expense. If any audit has been initiated an audit findings have not been resolved at the end of the retention period, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Pursuant to the Florida Public Records Act, CONSULTANT's records associated with the CONSULTANT's performance pursuant to the terms of this Agreement are public records, therefore CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

14.3 Furthermore, CONSULTANT shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, CONSULTANT shall provide a complete copy of all working papers to CRA, prior to final payment, in accordance with this Agreement and the schedule for CONSULTANT's services.

14.4 CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with a all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

14.5 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

14.6 The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

14.7 It is understood and agreed that this Agreement incorporates and includes all prior negotiations, 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.

14.8 It is further agreed that no modifications, amendments or alterations 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. Amendments extending the term of this

Agreement, or adding or deleting services to the Scope of Services may be approved by the CONSULTANT and the CRA Executive Director, subject to approval by the CRA Board of Commissioners.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY,
a Florida Public Agency

ATTEST:

BY: _____
Cary Sabol, Chair

BY: _____
Joan Oliva, Executive Director/Secretary

CONSULTANT
KERESTES-MARTIN ASSOCIATES,
INC., a Pennsylvania corporation

ATTEST:

BY: _____
Barbara J. Martin, President

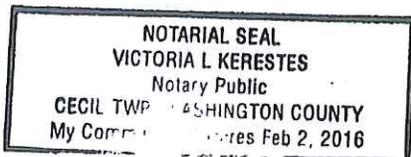
Print Name: FRANK SPAR
Title: DEVELOPER

(CORPORATE SEAL)



STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 30th day of JUNE, 2014, by BARBARA J. MARTIN, as CHIEF EXECUTIVE OFFICER (name of officer or agent, title of officer or agent), of KERESTES-MARTIN ASSOCIATES, INC. (name of corporation acknowledging), a PENNSYLVANIA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced DRIVER'S LICENSE (type of identification) as identification.



Victoria L. Kerestes
Notary Public

VICTORIA L. KERESTES
Print Name

EXHIBIT "A"

SCOPE OF SERVICES

Project Area Analysis:

Location Plan & Map – Create a location plan and map providing for the most appropriate locations for way-finding signage taking into consideration site conditions and the use of appropriate materials.

Way-finding System Design:

Fabrication – The consultant shall provide a plan and estimate for the construction and implementation of a completed signage plan. At least one sample of a physical prototype demonstrating the quality of materials and design that will be provided should be given. The successful applicant must demonstrate the design intent of the signs, structural soundness, ease of installation, ease of maintenance, and resiliency to weather and graffiti.

Presentation - The consultant shall provide for the Selection Committee (and Staff) a visual presentation of the potential final products, listings of primary and secondary locations and a plan on how to easily update the information. The presentation should include an explanation of why the particular design/ materials and main locations were chosen.

EXHIBIT "B"

RESPONSE TO RFP AND FEE SCHEDULE

KMA Design's Fee Proposal (Revised 6-19-14)

Phase I: Project Area Analysis										
Item	Description	\$150.00 PIC	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	Subtotal Hours	Subtotal Cost		
1	Kick-off meeting to define wayfinding system goals, budget and schedule (Site Visit #1)	4	4		4		12	\$1,240.00		
2	Document existing conditions of signage		8	8			16	\$1,280.00		
3	Hold working group sessions to assess current conditions	1	2	2			5	\$470.00		
4	Review history of the community	0.25	1	1	0.5		2.75	\$235.00		
5	Recommend existing signage that should be removed, replaced, relocated or consolidated	0.5	0.5				1	\$117.50		
6	Evaluate feasibility of reusing existing locations, poles, hardware	0.5	0.5				1	\$117.50		
7	Review existing infrastructure studies and other relevant documents	0.5	0.5				1	\$117.50		
8	Review and organize governing regulations	0.5	0.5	0.25			1.25	\$136.25		
9	Identify routes that will be affected by changes to the signage and circulation plans	0.5	1	1			2.5	\$235.00		
10	Compare neighboring communities and their brand/wayfinding strategies	0.25	1	1	0.5		2.75	\$235.00		
11	Determine proper messaging terminology and hierarchy to describe districts and directional wording	1	4	4	1		10	\$865.00		
12	Present Project Area Analysis to Lake Worth Community Redevelopment Agency steering committee (Site Visit #2)	4	4	4			8	\$940.00		
13	Incorporate comments and re-submit to Lake Worth Community Redevelopment Agency	1	2	2	3	3	9	\$740.00		
14	Lake Worth Community Redevelopment Agency approval		1				1	\$85.00		
Totals for Phase I:		14	30	17.25	9	3	73.25	\$6,813.75		
Phase II: Wayfinding System Design										
Item	Description	\$150.00 PIC	\$85.00 PM	\$75.00 PC	\$75.00 SGD	\$65.00 GD	Subtotal Hours	Subtotal Cost		
Schematic Design										
1	Assess design elements, materials and themes to develop design aesthetics	0.75			2	1	3.75	\$327.50		
2	Provide recommendations for icons and graphics for sign types	1.5			4	2	7.5	\$655.00		
3	Develop location plans	1	4	2	2	6	15	\$1,180.00		
4	Prepare preliminary message schedule	1	8	8			17	\$1,430.00		
5	Prepare three design options for the wayfinding system recommendations	6			10	15	31	\$2,625.00		
6	Present schematic design package to steering committee (Site Visit #3)	4	4	4			8	\$940.00		
7	Incorporate committee comments into schematic design package and resubmit	1	2	2	4	4	11	\$880.00		
8	Lake Worth Community Redevelopment Agency approval		1				1	\$85.00		
Design Development										
9	Develop chosen design including sizes, shapes, colors, finishes, hardware, materials, etc.	6			12	16	34	\$2,840.00		
10	Begin coordination with local regulatory agencies	1	4	4			9	\$790.00		
11	Prepare samples/mock-ups for scale, visibility and materials	8			8		16	\$1,280.00		
12	Update location plans and message schedule accordingly and verify with site checks (Site Visit #4)	1	2	2	4	4	13	\$1,030.00		
13	Provide statement of probable costs for fabrication, installation and maintenance	0.5	2	2			4.5	\$395.00		
14	Develop phasing, management and maintenance plan	0.5	2	2			4.5	\$395.00		
15	Present design development package to steering committee (Site Visit #5)	4	4	4			8	\$940.00		
16	Incorporate comments from Owner meeting and public forum into design development package	1	2	2	2	2	7	\$600.00		
17	Lake Worth Community Redevelopment Agency approval		1				1	\$85.00		
Totals for Phase II:		29.25	44	28	40	50	191.25	\$16,477.50		
										Subtotal for Phases I-II:
										\$23,291.25
										Expenses:
										\$7,623.25
										Grand Total for Services:
										\$30,914.50

KMA Design's Expense Proposal (Revised 6-19-14)									
Site Visit #1									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	3							\$ 290.00	\$ 870.00
Hotel @ \$180/night					2			\$ 180.00	\$ 360.00
Per diem at \$50/day/person				3				\$ 50.00	\$ 150.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			25					\$ 1.50	\$ 37.50
8.5" x 11" color prints @ \$0.50 per sheet			10					\$ 0.50	\$ 5.00
11" x 17" b/w prints @ \$0.35 per sheet			20					\$ 0.35	\$ 7.00
8.5" x 11" b/w prints @ \$0.25 per sheet			10					\$ 0.25	\$ 2.50
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,706.25
Site Visit #2									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			50					\$ 1.50	\$ 75.00
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			50					\$ 0.25	\$ 12.50
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,264.25
Site Visit #3									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			75					\$ 1.50	\$ 112.50
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			25					\$ 0.25	\$ 6.25
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,295.50
Site Visit #4									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			75					\$ 1.50	\$ 112.50
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			50					\$ 0.25	\$ 12.50
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,301.75
Site Visit #5									
	Airfare	Rental Car	Prints	Per Diem	Hotel	CD	Overnight Shipping	Cost Extension	Subtotal Costs
*Airfare at \$290/ticket	2							\$ 290.00	\$ 580.00
Hotel @ \$180/night					1			\$ 180.00	\$ 180.00
Per diem at \$50/day/person				2				\$ 50.00	\$ 100.00
Rental Car at \$110.00/day		1						\$ 110.00	\$ 110.00
11" x 17" color prints @ \$1.50 per sheet			75					\$ 1.50	\$ 112.50
8.5" x 11" color prints @ \$0.50 per sheet			50					\$ 0.50	\$ 25.00
11" x 17" b/w prints @ \$0.35 per sheet			50					\$ 0.35	\$ 17.50
8.5" x 11" b/w prints @ \$0.25 per sheet			25					\$ 0.25	\$ 6.25
Plots b/w @ \$6.50 per SF								\$ 6.50	\$ -
Color plots @ \$8.95 per SF			15					\$ 8.95	\$ 134.25
CD @ \$20.00 each								\$ 20.00	\$ -
KMA Shipping Fees							1	\$ 30.00	\$ 30.00
*Airfare cost valid with two week lead time. Price may vary.								Total:	\$ 1,295.50
Miscellaneous Expenses									
	State of FL	PA Subsistence	Registered Agent	Annual Report	Admin Costs			Cost Extension	Subtotal Costs
Filing fee with State of Florida for authorization to do business	1							\$ 70.00	\$ 70.00
Certificate of Subsistence with Commonwealth of PA		1						\$ 40.00	\$ 40.00
Registered Agent (annual cost)**			1					\$ 100.00	\$ 100.00
Annual Report Filing (annual cost)**				1				\$ 150.00	\$ 150.00
Administrative Costs (at \$50.00/hour)					8			\$ 50.00	\$ 400.00
**If contract extends past one year, annual costs for maintaining registration will be applied.								Total:	\$ 760.00
								Grand Total Expenses:	\$ 7,623.25