



# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, March 2, 2016,  
Immediately Following the  
CRA Board Meeting,  
Lake Park Town Hall  
535 Park Avenue

<b>James DuBois</b>	—	<b>Mayor</b>
<b>Kimberly Glas-Castro</b>	—	<b>Vice-Mayor</b>
<b>Erin T. Flaherty</b>	—	<b>Commissioner</b>
<b>Michael O'Rourke</b>	—	<b>Commissioner</b>
<b>Kathleen Rapoza</b>	—	<b>Commissioner</b>
.....		
<b>John O. D'Agostino</b>	—	<b>Town Manager</b>
<b>Thomas J. Baird, Esq.</b>	—	<b>Town Attorney</b>
<b>Vivian Mendez, CMC</b>	—	<b>Town Clerk</b>

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. **CALL TO ORDER/ROLL CALL**

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATIONS/REPORTS**

None

D. **PUBLIC COMMENT:**

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item

will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes of February 17, 2016 Tab 1

2. Resolution No. 08-03-16 Authorizing the Mayor to Execute an Interlocal Agreement (ILA) between the Town and the School Board of Palm Beach County for Coordinated School Planning Tab 2

3. Resolution No. 09-03-16 Authorizing the Mayor to Execute the First Amendment to the Interlocal Agreement R-2006-0512 between Palm Beach County and the City of Palm Beach Gardens, the Town of Jupiter, the Town of Mangonia Park, the Town of Lake Park, and the City of Riviera Beach creating the Bioscience Land Protection Advisory Board, Extending the Term of the Board through March 14, 2026. Tab 3

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:  
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:  
None

H. NEW BUSINESS:

4. Resolution No. 10-03-16 Authorizing the Execution of Amendment to CPZ Architects, Inc. Contract for Architectural and Engineering Services Associated with the Kelsey Park and Lake Shore Park CDBG Funded Projects. Tab 4

5. Resolution No. 11-03-16 Authorizing the Execution of an Agreement between the Town of Lake Park and Palm Beach County for the use of \$437,555.00 in Fiscal Year 2014, 2015, 2016 CDBG Funds for Kelsey Park and Lake Shore Park Improvements Tab 5

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT:

Next Scheduled Regular Commission Meeting will be held on Wednesday, March 16, 2016



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 2, 2016

Agenda Item No. *Tab 3*

**Agenda Title:** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT R-2006-0512 BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF RIVIERA BEACH CREATING THE BIOSCIENCE LAND PROTECTION ADVISORY BOARD, EXTENDING THE TERM OF THE BOARD THROUGH MARCH 14, 2026.

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - ORDINANCE ON 1<sup>st</sup> READING
  - NEW BUSINESS
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA**
  - OLD BUSINESS

Approved by Town Manager *[Signature]* Date: 2-12-16

*Nadia Di Tommaso / Community Development Director* *[Signature]*  
Name/Title

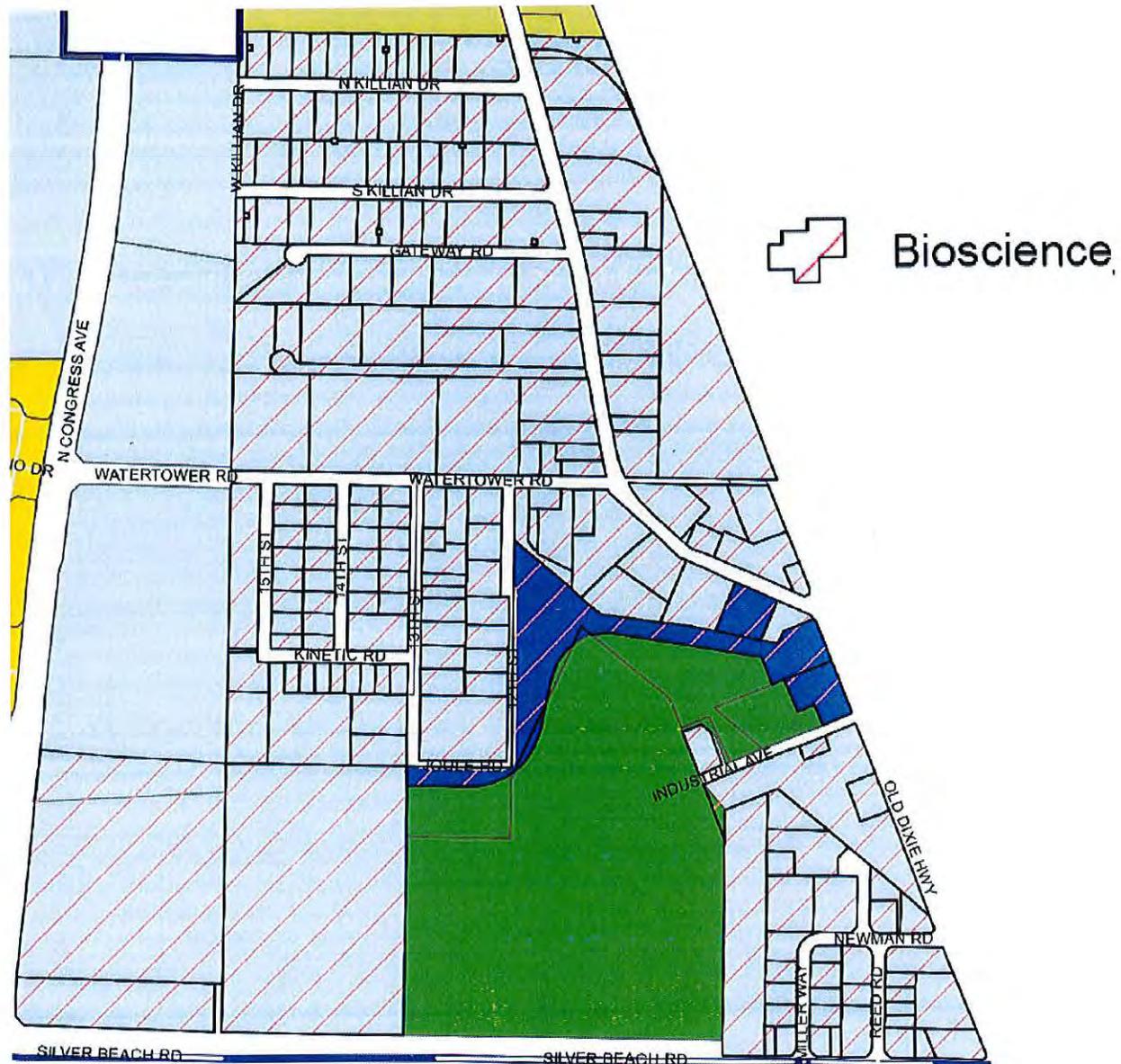
<b>Originating Department:</b>  <p style="text-align: center;"><b>Community Development</b></p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	<b>Attachments:</b> → Resolution <i>09-03-16</i> → First Amendment to the Interlocal Agreement
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>ND</i>  <b>Please initial one.</b>

**Summary Explanation/Background:**

The Town entered into an Interlocal Agreement with Palm Beach County; the City of Palm Beach Gardens; the Town of Jupiter; the Town of Mangonia Park; and the City of Riviera Beach in 2006 establishing the Bioscience Land Protection Advisory Board (BLPAB). The Town later better identified its Bioscience Overlay area in the 2009 amendments to the Comprehensive Plan's Future Land Use Element. The BLPAB is governed by certain by-laws that were adopted in 2010 to implement the Interlocal Agreement and essentially protect Bioscience-related uses within Overlay areas by requiring all municipal changes that aim to reduce or eliminate Bioscience uses within the

Overlay, or that would introduce residential uses within the Overlay, to be presented to the BLPAB for approval or denial.

The Town's existing land use and zoning for the land area located within the Bioscience Overlay already promotes commercial and light-industrial type uses and restricts retail and residential uses (which is in line with Overlay's intent). The Town's Overlay area covers approximately 330 acres:



**Recommended Motion:** I move to **APPROVE** Resolution **09-03-16** authorizing the Mayor to execute a First Amendment to the Interlocal Agreement for the Bioscience Land Protection Advisory Board, extending the agreement to March 14, 2026.

**RESOLUTION NO. 09-03-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN THE FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT PREVIOUSLY EXECUTED BY PALM BEACH COUNTY, THE MUNICIPALITIES OF JUPITER, MANGONIA PARK, PALM BEACH GARDENS AND RIVIERA BEACH TO EXTEND THE TERM OF THE INTERLOCAL AGREEMENT TO MARCH 14, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, Section 163.01, F.S. permits local governments to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage by providing services and facilities that will be mutually beneficial to the local communities; and

**WHEREAS**, the municipalities of Jupiter, Lake Park, Mangonia Park and Palm Beach Gardens (the Municipalities) and Palm Beach County (the County) previously entered into an Interlocal Agreement which among other things established the Bioscience Land Protection Advisory Board; and

**WHEREAS**, Section 5.A. of the Interlocal Agreement provides that the Bioscience Land Protection Advisory Board (Board) shall be constituted and continue to exist until March 14, 2016, but that the term of the Board may be extended by mutual agreement of the parties; and

**WHEREAS**, the Municipalities and the County have agreed to extend the term of the Interlocal Agreement for an additional 10 years; and

**WHEREAS**, the Town Manager has recommended to the Town Commission that it approve the First Amendment to the Interlocal Agreement and authorize the Mayor to execute same on behalf of the Town; and

**WHEREAS**, the Town Commission hereby agrees to continue for another 10 years to cooperate with the County and the other Municipalities as set forth in the Interlocal Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**SECTION 1.** The whereas clauses are true and correct, and are incorporated herein.

**SECTION 2.** The Mayor is hereby directed and authorized to execute the First Amendment to the Interlocal Agreement, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT R-2006-0512  
BETWEEN PALM BEACH COUNTY AND THE CITY OF PALM  
BEACH GARDENS, THE TOWN OF JUPITER, THE TOWN OF  
MANGONIA PARK, THE TOWN OF LAKE PARK, AND THE CITY OF  
RIVIERA BEACH CREATING THE BIOSCIENCE LAND PROTECTION  
ADVISORY BOARD, EXTENDING THE TERM OF THE BOARD  
THROUGH MARCH 14, 2026.**

This First Amendment to Interlocal Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2016, between Palm Beach County, a political subdivision of the State of Florida ("County"), and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations ("Cities"), collectively referred to as "the Parties", each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the Cities and County entered into Interlocal Agreement R-2006-0512 establishing the Bioscience Land Protection Advisory Board; and

**WHEREAS**, the Interlocal Agreement provides in Section 5. A that it shall continue through March 14, 2016, but may be extended by mutual agreement of the parties; and

**WHEREAS**, cities and the County have determined it is in the interest of the Cities and the County to extend the term of the Interlocal Agreement for an additional 10 years.

**NOW THEREFORE**, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**PART 1.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**PART 2.** SECTION 5 of INTERLOCAL AGREEMENT R-2006-1512 is amended as follows:

**SECTION 5.** General Terms and Conditions

A. This Agreement shall continue through ~~March 14, 2016~~ March 14, 2026, but may be extended by written agreement of the parties.

**PART 3.**

A. A copy of this Amendment to Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

B. This document can be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

**ATTEST:**

Sharon R. Bock, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

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

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Assistant County Administrator

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**CITY OF PALM BEACH GARDENS,  
FLORIDA**

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

**ATTEST:**

**TOWN OF JUPITER, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**TOWN OF LAKE PARK, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**TOWN OF MANGONIA PARK, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**CITY OF RIVIERA BEACH, FLORIDA**

By: \_\_\_\_\_  
City Clerk

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

# **New Business**

# TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 2, 2016

Agenda Item No. *Tab 4*

**Agenda Title: Resolution No. *10-03* -2016 Authorizing the Execution of  
 Amendments to CPZ Architects, Inc. Contract for Architectural and Engineering  
 Services Associated with the Kelsey Park and Lake Shore Park CDBG Funded Projects**

- SPECIAL PRESENTATION/REPORTS
  - BOARD APPOINTMENT
  - PUBLIC HEARING ORDINANCE ON \_\_\_\_ READING
  - NEW BUSINESS**
  - OTHER: \_\_\_\_\_
- CONSENT AGENDA
  - OLD BUSINESS

Approved by Town Manager *J. R. Griffin* Date: *2-22-16*  
*DH*  
 David Hunt / Public Works Director

<b>Originating Department:</b>  <b>Public Works</b>	<b>Costs: Not to Exceed \$68,500</b> <b>Funding Source: Community Development Block Grants</b> <b>Acct. # 301-63818</b> <input checked="" type="checkbox"/> Finance <u><i>BKR</i></u>	<b>Attachments:</b> -Resolution No. <u><i>10-03-16</i></u> -Contract with Amendment No. 1 and Amendment No. 2
<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	<b>Yes I have notified everyone</b> <u><i>DH</i></u> or Not applicable in this case _____  <b>Please initial one.</b>

**Summary Explanation/Background:** The Scope of Work related to the CDBG funded projects was changed at the September 16, 2015, and December 16, 2015, Commission Meetings. Based upon the initial project budget estimates, it was decided to build a new restroom at Kelsey Park and renovate the restroom building at Lake Shore Park. The Grant Administrator, Palm Beach County, also suggested that the Fiscal Year 2016 CDBG funded project (park benches and litter receptacles) be specified in the current construction documents. The additional design tasks associated with the changes to the scope of work requires making contractual amendments to the Town's original agreement with CPZ Architects, Inc. (CPZ).

All of the Town's vendor contracts and contract amendments that are associated with CDBG reimbursements must undergo review and comments from Palm Beach County's Department of Economic Sustainability (DES). DES not only reviewed CPZ Architects' quotes for added design services but required a breakdown of sub-consultants' potential charges associated with professional services during construction.

Amendment No. 1 to CPZ's Professional Services Contract deals primarily with edits and additions to Exhibits "B" and "C". These exhibits provide specific terms and costs for professional services that may be required during the construction phase. These Construction Administration services were assigned an Estimated Allowance of \$10,000 in the original contract.

Amendment No. 2 to CPZ's contract are the added costs for the additional design tasks.

Original Contract Amount	\$59,000.00
Additional Costs for Amendment No. 1	0.00
Additional Costs for Amendment No. 2	<u>9,500.00</u>
Total of Amended Professional Services Contract	\$68,500.00 (Not to Exceed)

The financial impact to the overall contract amount will be \$9,500.00 if approved. The new CPZ contract amount will not exceed \$68,500.00. The majority of these invoiced services will be reimbursed by the CDBG funds. Professional services associated with the re-roof of the Tennis Center Building at Lake Shore Park, in the amount not to exceed \$2,875.00, will not be reimbursable as this building does not meet the usage requirements established by the Grant.

**Recommended Motion: I move to Approve Resolution No. 10-03-16 authorizing the Mayor to execute the contract amendments with CPZ Architects, Inc. for professional services associated with the CDBG Park Projects.**

**RESOLUTION NO. 10-03-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AMENDMENTS TO THE AGREEMENT FOR ARCHITECTURAL / ENGINEERING SERVICES BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND CPZ ARCHITECTS, INCORPORATED, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, on August 5, 2015, the Town Commission authorized the negotiation of a contract with CPZ Architects, Inc., and

**WHEREAS**, on September 16, 2015 CPZ Architects presented design concepts of the proposed project and associated cost estimates to the Town Commission, and

**WHEREAS**, as a result of consensus comments made at the September 16, 2015 and December 16, 2015 Commission meetings, changes were made to the original scope of work, and

**WHEREAS**, negotiations prompted by the changes in the scope of work with CPZ Architects, Inc. has resulted in the addition of Amendment No. 1 and Amendment No. 2 to the agreement with CPZ Architects, Inc. to perform architectural / engineering services associated with the requirements of the Community Development Block Grant projects for Lake Shore and Kelsey Parks.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida:

**SECTION 1.** The "whereas" clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution

**SECTION 2:** To amend the agreement with CPZ Architects, Inc. for Architectural / Engineering Services in response to the prescribed scope of work for the Community Development Block Grant projects in Lake Shore and Kelsey Parks

**SECTION 3:** The appropriate Town officials are authorized to execute all documents necessary to effectuate the intent of this Resolution.

**SECTION 4:** This Resolution shall take effect upon its adoption.



Public Works  
Department

## AMENDMENT No.1

### TO PROFESSIONAL SERVICES CONTRACT BETWEEN TOWN OF LAKE PARK AND CPZ ARCHITECTS, INC. DATED OCTOBER 21, 2015

This Amendment No.1 shall become an integral part of the Professional Services Contract between the Town of Lake Park and CPZ Architects, Inc. upon execution by both parties.

Exhibit "B" Consultant Proposal, page 2, paragraph D: "Construction Administration", strike out narrative in entirety and replace with the following language:

Services during construction are not included and will be billed at the hourly rates per Exhibit "C", computed at 15 minute intervals when approved in advance by the Client.

Typical Consultant and Sub-consultant services include shop drawing review, change orders, and specialty inspections such as structural and electrical which are beyond the required Town's Building Official inspections and the coordination services provided by the Consultant, for these assigned tasks, when approved in advance by the Client.

NOTE: Exception to the hourly rate billing are Structural Inspections which will be billed at a fixed fee of \$450 per inspection. The Fixed Fee for Structural Inspections includes: a site visit which includes travel time; a site visit report; and if required by the Building Department, signing and sealing of the site visit report.

Exhibit "B" Consultant Proposal, page 2, paragraph G: "Reimbursable Allowance...\$2,000.00, add the following language:  
Reimbursable expenses, as detailed in General Conditions, January, 2015, No. 2, will be billed at actual cost.

Exhibit "B" Consultant Proposal, page 2, paragraph H., Item's 1., 2., 3., and 4.:. Strike out in entirety.

Exhibit "B" Consultant Proposal, page 2, paragraph I, "Additional Services not included in the estimate above", Strike out Item 1 in entirety and replace with the following language:  
1. Preparation of full As-Built Drawings will be performed by the selected Contractor and paid as an individual line item in the Schedule of Values per the bid submittal.

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)



Public Works  
Department

Exhibit "B" Consultant Proposal, page 2, paragraph I, "Additional Services not included in the estimate above", Strike out Item 2 in entirety and replace with the following language:

**2. Extensive investigation of the existing space, mechanical equipment and electrical systems was determined to NOT be needed as the date of this Amendment No. 1.**

Exhibit "B" Consultant Proposal, page 3 paragraph J. Item 5: Strike out in entirety.

Exhibit "B" Consultant Proposal, Add the following language:

**K. Compensation for additional Consultant's coordination services and Sub-Consultant services (Structural, Mechanical, Electrical Engineers, etc.) not included above, shall be billed at an hourly fixed fee per Exhibit "C" computed at 15 minute intervals when approved in advance by the Client.**

Exhibit "B" Consultant Proposal, General Conditions, January 2015, Item 2. "Direct & Reimbursable Expenses", strike out the first sentence in the narrative and replace with the following language:

**CPZ ARCHITECTS, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to courier service, laboratory tests and analyses, printing and reproduction charges.**

Exhibit "B" Consultant Proposal, General Conditions, January 2015, Item 3. "Outside Services", strike out narrative in entirety and replace with the following language:

**"If technical or professional services not previously included are required from outside sources, these outside services are first required to be approved by the Client, and if approved, will be billed at an hourly fixed fee as identified in Exhibit "C" (Computed at 15 minute intervals).**

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650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

TOWN OF LAKE PARK,  
through its Town Commission

By: \_\_\_\_\_  
James DuBois, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_ 2016

ATTEST:  
\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk



Public Works  
Department

(CONSULTANT)

Approved as to form and legality  
By: \_\_\_\_\_  
Thomas J Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Christopher P. Zimmerman  
\_\_\_\_\_ day of \_\_\_\_\_ 2016

End of Amendment No.1

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

www.lakeparkflorida.gov



March 2, 2016

Town of Lake Park
Attn.: Mr. Richard Pittman, Project Manager
650 Old Dixie Highway
Lake Park, FL 33403

RE: Amendment No.2 to Professional Services Contract between the Town of Lake Park and CPZ Architects, Inc.; approved by Town Commission on October 21, 2015

Dear Mr. Pittman:

We are pleased to offer the following fee proposal to provide additional Architectural Services.

SCOPE

This work includes construction documents including architectural, civil engineering, landscape architectural and structural drawings for the new benches, trash receptacles and the re-roofing of (2) adjacent buildings including the elimination of dormers. Drawings will be added to the permitting, bidding, and construction documents already in progress.

SERVICES & COMPENSATION

Construction Documents

- Add demolition plan showing locations of benches and trash receptacles to be demolished along with their related existing concrete pads
• Develop Site Plan depicting location of fifteen (15) new benches (3 - 4' benches and 12- 6' benches) and six (6) new trash receptacles and location of existing buildings to be re-roofed
• Design and detail new concrete pads for benches and trash receptacles
• Develop design and connection details for new benches and trash receptacles
• Develop specifications for the add alternate of re-roofing of the Pavilion (Community Meeting Building) and the Tennis Center office building. Including design and specification for the removal of the dormers and reframing and sheathing, including flashing and "S" Tile to match buildings in the base bid.
• Develop specifications for a Deduct Alternate for shingle roof in lieu of concrete tile roof for all re-roof of existing buildings as well as the new roof for the Kelsey Park Restroom

COMPENSATION

Compensation for architectural and engineering services shall be on a stipulated basis as follows:

Table with 2 columns: Description and Amount. Rows include Architectural Fee related to benches and trash receptacles (\$2,000.00), Architectural and Structural fees related to re-roofing of Pavilion Bldg. (\$1,750.00), Architectural and Structural fees related to re-roofing of Tennis Ctr. Bldg.\* (\$1,750.00), Architectural Fee related to the Shingle Roofing Alternates (\*25%) (\$2,500.00), and TOTAL (\$8,000.00).

CPZ ARCHITECTS, INC.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957
(954) 792-8525; FAX (954) 337-0359



COMPENSATION (CONSTRUCTION ADMINISTRATION, ITEM "D" OF CONTRACT) BILLED AT HOURLY RATE.

Services during construction associated with Pavilion reroofing		
Includes 2 site visits at \$500 each (4 hours @ \$125/hr)		
	(Allowance)	\$ 1,000.00
Services during construction associated with Tennis Ctr. Bldg.		
Includes 1 site visit at \$500 each (4 hours @ \$125/hr)		
	(Allowance)*	\$ 500.00
<b>TOTAL</b>		<b>\$ 1,500.00</b>

\*Non-reimbursable from CDBG funds

TIME OF COMPLETION

A time extension for the completion of the design contract requirements which include the Scope of Work additions per Amendment No. 2, is hereby approved to be extended by 83 calendar days. The new design contract completion date is hereby established as March 23, 2016.

CONTRACT REVISION

Original Contract Amount	\$ 59,000.00
Cost of Amendment No.2	\$ 9,500.00
<b>TOTAL CONTRACT AMOUNT TO DATE</b>	<b>\$ 68,500.00</b>

We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,  
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA  
President

Accepted on \_\_\_\_\_ 2016.

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

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



EXHIBIT "C"

Compensation for Client Approved additional architectural/engineering Construction Administration services not included above shall be computed on a per hour basis (computed in 15 minute intervals) as follows:

**CPZ Architects**

- Chris Zimmerman, Principal \$150/hr
- Erik Garcia, Project Manager \$125/hr

**Chen Moore (Civil & Landscaping):**

- Andrew Savage, Project Engineer \$110/hr
- Suzanne Dombrowski, Senior Engineer \$145/hr
- Eric Harrison, Project Landscape Architect \$110/hr
- Cristobal Betancourt, Senior Project Manager \$155/hr

**Project Caine (MEP Engineers):**

- Robert Caine, Principal \$220/hr
- Jacob Arana, Senior Engineer \$175/hr
- Beau Gallo, Project Engineer \$150/hr
- Tony Gazzia, Designer \$100/hr

**MUE (Structural Engineers):**

Shop drawing reviews

- Marcus Unterweger, Structural Engineer \$140/hr
- Ricardo Madriz, Structural Engineer \$140/hr
- Giacomo Stanghellini, Structural Engineer \$140/hr
- Yousef Ghaffari, Structural Engineer \$140/hr
- Igor Bardales, Structural Engineer \$140/hr

Structural Inspections:

\$450 Fixed Fee per Inspection

Note: **The Fixed Fee for Structural Inspections includes: a site visit which includes travel time; a site visit report; and if required by the Building Department, signing and sealing of the site visit report.**

**RESOLUTION NO. 42-10-15**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR ARCHITECTURAL/ENGINEERING SERVICES BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND CPZ ARCHITECTS, INCORPORATED PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, on May 31, 2015, the Town of Lake Park advertised a Request for Proposal for Architectural/Engineering services associated with improvements at Kelsey and Lake Shore parks, RFP No. 104-2015, and

**WHEREAS**, on June 30, 2015 at 11:00 A.M. all proposals were duly opened, and

**WHEREAS**, the Town of Lake Park received proposals from three (3) architectural consulting firms interested in performing architectural/engineering services, and

**WHEREAS**, the Public Works Director, the Information Technology Director, the Public Works Project Manager, and the Capital Projects Administrator for Seacoast Utility Authority, forming the evaluation committee, numerically scored each firm's proposal, and

**WHEREAS**, on July 16, 2015, at 10:00 P.M. each committee member's numerical score of each firm was tallied resulting in the architectural firm of CPZ, Architects, Incorporated receiving the highest ranking, and

**WHEREAS**, on August 5, 2015, the Town Commission authorized the negotiation of a contract with CPZ Architects, Inc., and

**WHEREAS**, on September 16, 2015 CPZ Architects presented design concepts of the proposed project and associated cost estimates to the Town Commission, and

**WHEREAS**, negotiation with CPZ Architects, Inc. has resulted in an agreement with CPZ, Architects, Inc. to perform architectural / engineering services associated with the requirements of RFP 104-2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida

**Section 1:** To enter in to an agreement with CPZ Architects, Inc. for Architectural / Engineering Services in response to RFP 104-2015.

**Section 2:** The appropriate Town officials are authorized to execute all necessary documents effectuate the intent of this Resolution.

**Section 3:** This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Commissioner Flaherty, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER MICHAEL O'ROURKE	<u>Absent</u>	<u>—</u>
COMMISSIONER KATHLEEN RAPOZA	<u>Absent</u>	<u>—</u>

The Town Commission thereupon declared the foregoing Resolution NO. 42-10-15 duly passed and adopted this 21 day of October, 2015.

TOWN OF LAKE PARK, FLORIDA

BY:   
JAMES DUBOIS  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK



Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY

**PROFESSIONAL SERVICES  
CONTRACT BETWEEN THE TOWN OF LAKE PARK  
AND  
CPZ ARCHITECTS, INC.**

THIS CONTRACT, made this 21 day of October, 2015, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the "the Town" and CPZ Architects, Incorporated, a State of Florida Corporation, FEID Number 57-1140055 hereinafter designated as "the CONSULTANT".

**WITNESSETH THAT:**

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person, pursuant to Florida Statutes; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; and;

WHEREAS, the CONSULTANT has responded to the TOWN'S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of ARCHITECTURAL/ENGINEERING SERVICES - KELSEY and LAKE SHORE PARK RESTROOMS & TENNIS COURT LIGHTING IMPROVEMENTS as described in RFP # 104-2015; and

WHEREAS, on October 21, 2015, the Town enacted Resolution No. 42-10-15 approving an Agreement with the CONSULTANT for Architectural/Engineering Services-Kelsey & Lake Shore restrooms & Tennis Court Lighting Improvements

NOW THEREFORE, the TOWN and the CONSULTANT in consideration of the flowing from each to the other do hereby agree as follows:

## **SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:**

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFP No. 104-2015 Architectural/Engineering Services-Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting Improvements as modified as directed by the Town Commission on September 16 as identified in Exhibit "A" "Revised Scope of Work" attached herewith plus the architectural and engineering services included in the Consultant's proposal attached as Exhibit "B".

1.2 In the performance of Architectural/Engineering services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT will use due care in performing its services and will have due regard for acceptable architectural and engineering standards and principles. CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

1.3 All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

1.4 Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith. Supplemental agreements may in the form of change order, Town issued purchase order or execution of Consultant's letter of proposal.

1.5 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

## **SECTION 2. FEES FOR SERVICES**

2.1 CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a breakdown of each task performed. Work product requiring correction due to CONSULTANT'S error or omission shall be accomplished at no cost to the TOWN.

2.2 CONSULTANT shall assign all work for which there is an "allowance" also known as a cost recovery account, at the hourly rates set forth in Exhibit "B.", **Architectural & Engineering Design Proposal for Kelsey & Lake Shore Park Improvements**. Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

2.3 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT'S proper statement. To be deemed proper, all invoices must comply with the

requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement. Invoicing shall be submitted on the standard AIA document.

2.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

2.5 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, pre-approved courier services and other approved reimbursables, as identified in Exhibit "B".

### **SECTION 3. TIME OF COMPLETION**

3.1 The scope of work as identified in Exhibits "A" & "B" requires completion prior to January 1, 2016 in order to meet the Community Development Block Grant time lines. Failure to meet this deadline may result in the default of the grant requirements and therefore result of TERMINATION as defined in Section 4.

### **SECTION 4. TERM/TERMINATION**

4.1 The TERM OF AGREEMENT shall commence on the date that is fully executed by all parties and shall continue in full force and effect for a period not to extend beyond January 1, 2017 which is the CDBG construction completion date.

4.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar day written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

4.3 TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provision of Section 4.2 shall apply.

**4.4** TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

**4.5** Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession.

## **SECTION 5. DEFAULT**

**5.1** An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;
- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

**5.2** In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 4 above, and its right for damages under Section 5.3.

**5.3** In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

**5.4** The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

## **SECTION 6. POLICY OF NON-DISCRIMINATION**

6.1 CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with 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 basis for service delivery.

## **SECTION 7 DRUG FREE WORKPLACE**

7.1 CONSULTANT shall maintain a Drug Free Workplace.

## **SECTION 8. INDEPENDENT CONTRACTOR**

8.1 CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

## **SECTION 9. ASSIGNMENT**

9.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

## **SECTION 10. CONFLICTS OF INTEREST**

10.1 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

## **SECTION 11. INDEMNIFICATION**

11.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

11.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees

with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 12, Insurance.

11.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

## SECTION 12. INSURANCE

12.1 The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. EMPLOYERS LIABILITY LIMITS shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
- c. **PROFESSIONAL LIABILITY INSURANCE** in the minimum amount of \$1,000,000 per occurrence
- d. **BUSINESS AUTO LIABILITY** with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of

any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

**12.2** The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.

**12.3** All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

**12.4** The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

**12.5** Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

### **SECTION 13. COSTS AND ATTORNEY'S FEES**

**13.1** If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney's fees.

### **SECTION 14. NOTICES**

**14.1** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

**FOR CONSULTANT:** Christopher P. Zimmerman, AIA, President  
CPZ Architects, Inc.  
4316 West Broward Boulevard  
Plantation, Fl. 33317 Tel. (954) 792-8525

**FOR TOWN:** John O. D'Agostino, Town Manager  
Town of Lake Park  
535 Park Avenue, Lake Park, Fl. 33403  
Tel. (561) 881-3304 Fax. (561) 881-3314

**With Copy to:** Thomas J. Baird, Esquire  
Town Attorney  
4741 Military Trail, Suite 200  
Jupiter, Fl. 33458  
Tel. (561) 650-8233

## **SECTION 15. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE**

**15.1 Definition.** The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

**15.2 Rights in Data.** The TOWN shall have the full right to use drawings and specifications developed under this agreement for any official purpose permitted under Florida Statutes, including making it available to the general public.

**15.3 Copyrights.** No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

**15.4** If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

## **SECTION 16. SUBCONSULTANTS**

**16.1** Sub consultants, if substituted different from those noted in the response to the RFP will be subject to the prior written approval of the Town Manager.

## **SECTION 17. COMPLIANCE WITH LAWS**

**17.1** CONSULTANT shall fully obey and comply with the current applicable laws, ordinances and administrative regulations duly made in accordance therewith, which are applicable to the services performed under the terms of this Agreement.

## **SECTION 18. TRUTH-IN NEGOTIATIONS CERTIFICATE**

18.1 Signature of this Agreement by 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.

## **SECTION 19. OWNERSHIP OF DOCUMENTS**

19.1 CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

## **SECTION 20. AUDIT AND INSPECTION RIGHTS**

20.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

20.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

## **SECTION 21. WARRANTIES OF CONSULTANT**

21.1 The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

## **SECTION 22. PUBLIC RECORDS**

22.1 CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and

indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

### **SECTION 23. NO CONTINGENT FEES**

23.1 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 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 TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

### **SECTION 24. GOVERNING LAW; CONSENT TO JURISDICTION**

24.1 This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

### **SECTION 25. HEADINGS**

25.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

### **SECTION 26. SEVERABILITY**

26.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

### **SECTION 27. CONFLICT**

27.1 In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, the terms in this Agreement shall prevail.

### **SECTION 28. BINDING AUTHORITY**

28.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

### **SECTION 29. SURVIVAL OF PROVISIONS**

29.1 Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforced by either party.

### **SECTION 30. ENTIRE AGREEMENT**

30.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

30.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

### **SECTION 31. WAIVER**

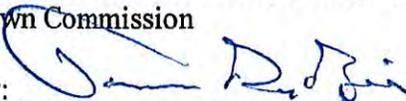
31.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS "Exhibit A" --- Revised Scope of Work per Commission Workshop Held 09/16/15  
ATTACH AS "Exhibit B" --- Architectural & Engineering Design Proposal for Kelsey & Lake  
Shore Park Improvements  
ATTACHMENTS --- Required Forms from CPZ response to RFP 104-2015

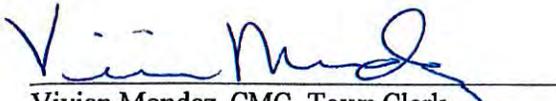
**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND CPZ ARCHITECTS, INC., for ARCHITECTURAL/ENGINEERING CONSULTING SERVICES.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 16<sup>th</sup> day of September, 2015; and Christopher P. Zimmerman, President CPZ Architects, Inc., authorized to execute same.

TOWN OF LAKE PARK, through its  
Town Commission

By:   
James DuBois, Mayor

ATTEST:

  
Vivian Mendez, CMC, Town Clerk

Approved as form and legality

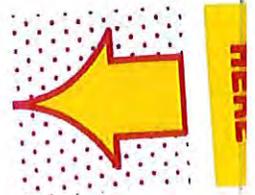
By:   
Thomas J. Baird, Town Attorney  
21<sup>ST</sup> day of October, 2015



(CONSULTANT)  
CPZ ARCHITECTS, INC.

By: \_\_\_\_\_  
Christopher P. Zimmerman  
\_\_\_\_\_ day of \_\_\_\_\_, 2015

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



**EXHIBIT "A"**  
**REVISED SCOPE OF WORK**

**KELSEY/LAKE SHORE PARKS RESTROOMS AND TENNIS COURT LIGHTING**  
**PER COMMISSION WORKSHOP HELD SEPTEMBER 16<sup>TH</sup>**

- The 1000 s.f. restroom building in Lake Shore Park is to be eliminated
- The existing restroom building in Lake Shore Park is to be renovated to ADA standards:
  1. Two stalls (1 HC) in women's side if possible
  2. One HC stall and one urinal in men's side if possible
  3. Utility corridor
  4. Reroof using "S" tile
  5. No air conditioning
  6. Stainless steel fixtures as presented to Commission
  7. Solid plastic partitions with exposure at bottom
  8. Easy to clean wall, floor, partition and ceiling finishes as presented to Commission
  9. Floor drain
  10. Single sink each side outside of HC stall (floor mounted)
  11. Drinking fountain (reg. and HC), chilled water
  12. Solid doors to meet wind code with electronic security latch
  13. Vandal proof push button flush valves, xcelerator hand dryer, ss mirrors
  14. Recessed LED interior lighting, exterior LED light fixture
  15. Glass block in exterior walls as presented to Commission
- Kelsey Park-Demolish Two Existing Buildings
  1. Restroom building to be same size (min. 10' wide storage) and layout as presented to Commission
  2. Roof to be "S" tile
  3. No air conditioning
  3. Stainless steel fixtures as presented to Commission
  4. Solid plastic partitions with exposure at bottom
  5. Easy to clean wall, floor, partition and ceiling finishes as presented to Commission
  6. Floor drain
  7. Single sink each side outside of HC stall (floor mounted)
  8. Drinking fountain (reg. and HC), chilled water
  9. Solid doors to meet wind code with electronic security latch
  10. Vandal proof push button flush valves, xcelerator hand dryer, ss mirrors
  11. Recessed LED interior lighting, exterior LED light fixture
  12. Glass block in exterior walls as presented to Commission
  13. Site work including raising grade at new building location, and site of two demolished buildings
  14. Sanitary sewer connection, water connection, electric power (see RFP plan)
- Specifications for tennis court lighting
- Design specifications and drawings incl. bidding phase services
- Construction phase services on hourly as-needed basis



**Exhibit "B"**  
**Consultant Proposal**

September 24, 2015

Town of Lake Park

Attn.: Mr Richard Pittman, Project Manager  
650 Old Dixie Highway  
Lake Park, FL 33403

RE: **Architectural & Engineering Design Proposal for Kelsey & Lake Shore Park Improvements**

Dear Mr. Pittman:

As requested, please find below the proposal for construction documents for permit, bid, construction and construction administration for the **ADA compliant renovations to the existing restroom building at Lake Shore Park and a new 840 sq. ft. restroom for Kelsey Park.**

**SCOPE**

*This work includes construction documents including architectural, civil engineering, landscape architecture, structural, mechanical, electrical, and plumbing drawings for the new restroom buildings referenced in the schematic design proposal and PowerPoint presentations already provided under a separate contract. Drawings will be created for permitting, bidding, and construction. This work includes review sets at 50% CDs, 90% CDs and the permit set. Bidding phase assistance. Tennis Court Lighting Design and specifications*

*Construction administration is included as an allowance and will be billed as an hourly rate on an "as needed" basis.*

**SERVICES & COMPENSATION**

**Schematic Design**

*Provided under separate contract*

**Construction Documents**

Perform code research

Develop Owner approved design from previous Schematic Design

Phase and prepare Architectural, Civil Engineering, Landscape

Architecture, Structural, Mechanical, Electrical, and Plumbing

construction documents for building permit.

Respond to building department comments and complete permit

revisions as needed.

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317

200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957

(954) 792-8525. FAX (954) 337-0359

AA# 26000685

WWW.CPZARCHITECTS.COM



Assist the Town with preparation of the schedule of bid items to be included in the Town's boiler plate for bidding & construction contract.

Address contractors request for information (RFI's) during the bidding phase.

**COMPENSATION**

Compensation for architectural and engineering services shall be on a stipulated basis and in accordance with these General Conditions. The following fees include the Architects coordination and overhead on consultant services.

- |   |                    |
|---|--------------------|
| A. Construction Documents   |                    |
| Architectural Services  | \$22,000.00        |
| Structural Engineering  | \$ 4,000.00        |
| Mechanical, Electrical, and Plumbing Engineering and Fire Alarm Drawings  | \$ 4,500.00        |
| Civil Engineering & Landscape Architecture  | \$ 5,500.00        |
| <b>TOTAL</b>  | <b>\$36,000.00</b> |
| B. Design & Specifications for Tennis Court Lighting  | \$ 2,000.00        |
| C. Bidding Phase Assistance   | \$ 1,000.00        |
| D. Construction Administration  |                    |
| Services during construction are not included and will be billed at the hourly rates as needed (see attached fee schedule). |                    |
| Estimated Allowance   | \$10,000.00        |
| E. Allowance for Survey   | \$ 4,500.00        |
| F. Allowance for Geotechnical Engineering (Soil Borings and Foundation Recommendations)                                     | \$ 3,500.00        |
| G. Reimbursable Allowance   | \$ 2,000.00        |
| H. Reimbursable expenses will be billed at actual cost and will include the following:                                      |                    |
| 1. Courier Service  |                    |
| 2. Printing and Reproduction  |                    |
| 3. Fees paid to Municipalities  |                    |
| 4. Renderings   |                    |
| I. Additional services not included in the estimate above:  |                    |
| 1. Preparation of full As-Built Drawings to be by the Contractor.   |                    |
| 2. Extensive investigation of the existing space, mechanical equipment and electrical systems.                              |                    |

**CPZ ARCHITECTS, INC.**

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3. Testing during construction (soils and concrete) by the Contractor

J. Compensation for additional architectural/engineering services not included above shall be computed on a per hour basis as follows:

- 1. Project Principal \$150
- 2. Project Manager \$125
- 3. Designer \$100
- 4. Administrative Support \$ 75
- 5. Consultants (Structural, Mechanical, Electrical Engineers, etc.) fee to be bill at their cost plus 10%.

**EXCLUSIONS**

*The following items are excluded from this proposal:*

- 1. Preparation of full As-Built Drawings of existing buildings.
- 2. Environmental services
- 3. Cost Estimating

We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,  
CPZ ARCHITECTS, INC.

Chris P. Zimmerman, AIA  
President

Accepted on 21, October 2015.  
By: [Signature]  
Title: Mayor



**CPZ ARCHITECTS, INC.**

**GENERAL CONDITIONS, JANUARY, 2015**

1. **AUTHORIZATION TO PROCEED**  
Signing this Agreement shall be construed as authorization by CLIENT for CPZ ARCHITECTS, INC. to proceed with the Services, unless otherwise provided for in this Agreement.
2. **DIRECT & REIMBURSABLE EXPENSES**  
CPZ ARCHITECTS, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at CPZ ARCHITECTS, INC.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CPZ ARCHITECTS, INC. All drawing printing expenses will be billed at \$1.50 per 24"x 36" drawing sheet.
3. **OUTSIDE SERVICES**  
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount of 10% shall be added to the cost of these services for CPZ ARCHITECTS, INC.'s administrative costs.
4. **OPINIONS OF CONSTRUCTION COSTS**  
Any opinion of construction costs provided by CPZ ARCHITECTS, INC. will be on a basis of experience and judgment. Since CPZ ARCHITECTS, INC. has no control over market conditions or bidding procedures, CPZ ARCHITECTS, INC. does not warrant that bids or ultimate construction costs will not vary from these opinions of costs.
5. **PROFESSIONAL STANDARDS**  
CPZ ARCHITECTS, INC. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CPZ ARCHITECTS, INC. makes no warranty, expressed or implied.
6. **ADDITIONAL SERVICES**  
Services in addition to those specified in Scope will be provided by CPZ ARCHITECTS, INC. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and CPZ ARCHITECTS, INC... In the absence of an express agreement about

**CPZ ARCHITECTS, INC.**

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200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
(954) 792-8525, FAX (954) 337-0359  
WWW.CPZARCHITECTS.COM



compensation, CPZ ARCHITECTS, INC. shall be entitled to an equitable adjustment to its compensation for performing such additional services.

**7. DISPUTE RESOLUTION**

All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

**8. PAYMENT OF CPZ ARCHITECTS, INC. / INTEREST ON PAST DUE AMOUNTS**

Monthly invoices will be issued by CPZ ARCHITECTS, INC. for all Services performed under the terms of this agreement. Invoices are due and payable within 28 days of receipt.

CLIENT agrees to pay interest at the rate of 1.5% per month on all past-due amounts.

**9. TERMINATION FOR NONPAYMENT OF FEES**

CPZ ARCHITECTS, INC. may terminate this contract by giving written notice if any CPZ ARCHITECTS, INC. invoice remains unpaid for more than 30 days. CPZ ARCHITECTS, INC.'s right to terminate this contract shall not be waived by CPZ ARCHITECTS, INC.'s continued performance during any period of investigation by CPZ ARCHITECTS, INC. to determine the reasons for CLIENT'S nonpayment.

**10. TERMINATION**

Either CLIENT or CPZ ARCHITECTS, INC. may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay CPZ ARCHITECTS, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

**11. LEGAL EXPENSES**

In the event legal action is brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, Both the CLIENT and CPZ ARCHITECTS, INC. shall be responsible for their own expenses in event the matter is settled before trial, and in the event a final judgment is issued, the losing party shall pay the prevailing party's reasonable amounts for fees, costs and expenses as may be set by the court.

**12. ASSIGNMENT TO RELATED ENTITY**

Notwithstanding anything in this Agreement to the contrary, in the event CPZ ARCHITECTS, INC. is not qualified and licensed in the relevant jurisdiction to provide any services required hereunder, CPZ ARCHITECTS, INC. may, without the consent of any other party, assign all or any part of its obligation to provide such services to an

**CPZ ARCHITECTS, INC.**

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entity related to CPZ ARCHITECTS, INC. which is qualified and licensed to provide such services in the jurisdiction involved and which is contractually bound to CPZ ARCHITECTS, INC. to provide such services.

**13. INDIVIDUAL PROTECTION**

It is intended by the parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant's employees, officers or directors. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

**14. CLIENT FURNISHED INFORMATION**

CPZ ARCHITECTS, INC. will consider all information supplied by the client as accurate and correct. Extra work, or work done over because of inaccurate or incorrect information supplied by the client, will be paid for as additional services.

**15. CONTRACT LIMITATIONS**

This proposal shall expire after 60 days if unsigned, and the fees indicated shall be subject to an increase. The Client also agrees by signing this proposal that CPZ ARCHITECTS, INC. hourly rate shall increase after a period of one year from the date of the contract.

**16. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

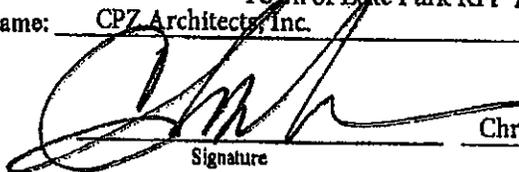
**PROPOSERS INFORMATION PAGE**

(This page must be completed and inserted in Section 1)

Town of Lake Park RFP 104- 2015

Company Name: CPZ Architects, Inc.

Authorized  
Signature:



Chris P. Zimmerman

Signature

Print Name

Title: President

Corporate  
Address:

4316 W. Broward Blvd.

Street

Plantation

Town

FL

State

33317

Zip Code

Telephone: 954-792-8525 Fax: 954-797-2847

Email Address: chris@cpzarchitects.com

Remit To Address:

4316 W. Broward Blvd.

Street

Plantation

Town

FL

State

33317

Zip Code

Web Site (if applicable): www.cpzarchitects.com

Federal ID No.: 57-1140055 This is a requirement of every Proposer.

**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 CPZ Architects, Inc., I certify that CPZ Architects, Inc. complies fully with the above requirements.

[Signature] 6/29/15  
Authorized Representative's Signature Date

Chris P. Zimmerman, AIA  
Name:

President  
Position:

**\*\* If this form is not completed and submitted in the proposal, the Town will assume the Proposer has not implemented a drug-free workplace program.**

**REPRESENTATIONS AND DISCLOSURES**

RFP 104-2015

STATE OF Florida )  
COUNTY OF Broward ) SS:

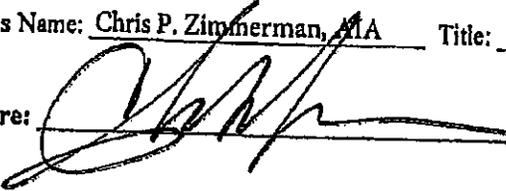
I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

1. Proposer agrees that its proposal may become part of any contract entered into between the Town and the Proposer.
2. There are no actual, apparent or potential conflicts of interest with Proposer or any sub-consultants or subcontractors that are present or could develop with respect to the scope of services for the project/study and any parties to this solicitation or any third parties.
3. Submittal of Proposer's Proposal is made without connection with any persons, company or party making another submittal, and that it is in all respects fair and in good faith without collusion or fraud.
4. Proposer has not filed for bankruptcy in the past five (5) years.
5. Neither Proposer nor any of Proposer's principals have been convicted of or indicted for a felony or fraud.
6. Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list.
7. Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Proposer, to solicit or secure an award under this RFP and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from an award.
8. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated as proposed are accurate, complete and current and the time of contracting and no higher than those charged to the Proposer's other customers for the same or substantially similar service in the Southeast Region of the United States during the preceding twelve (12) month period.
9. Proposer certifies to the best of its knowledge and belief that no funds or other resources received in connection with an award of a contract from this RFP will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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

Proposer Firm: CPZ Architects, Inc.

Officer's Name: Chris P. Zimmerman, AIA Title: President

Signature: 

AFFIRMED AND SIGNED before me this 29 day of June, 2015  
by Chris P. Zimmerman, AIA (name) as president (title) of  
CPZ Architects, Inc. (Proposer firm), and who is personally known to me  
or produced N/A as identification.

  
\_\_\_\_\_  
Notary Public

Notary Stamp:



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Based Thru Budget Notary Service

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER  
(CONSULTANT)**

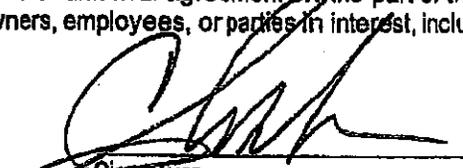
State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Chris P. Zimmerman who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is President of CPZ Architects, Inc., the Bidder (consultant) that has submitted a Proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

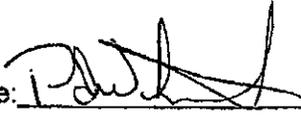
  
Signature

Subscribed and sworn to (or affirmed) before me this 29 day of June 2015 by Chris P. Zimmerman, who is personally known to me or who has produced N/A as identification.

NOTARY SEAL



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Bonded Through Notary Services

Notary Signature:   
Notary Name: Pamela De Verteuil  
Notary Public-State of Florida

**ANTI-KICKBACK AFFIDAVIT**  
**(CONSULTANT)**

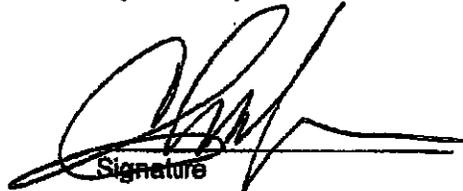
STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Chris P. Zimmerman, AIA, who, after being by me first duly sworn, deposes and says:

(1) I am President of CPZ Architects, Inc., the consultant that has submitted a proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed on the above identified project will be paid to any employee of Palm Beach County or Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

  
Signature

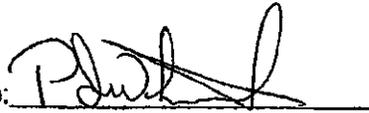
Subscribed and sworn to (or affirmed) before me this 29 day of June 2015 by Chris P. Zimmerman, AIA, who is personally known to me or who has produced N/A as identification.

NOTARY SEAL



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Bonded Thru Budget Notary Services

Notary Signature:



Notary Name: Pamela De Verteuil  
Notary Public-State of Florida

**CERTIFICATION OF NONSEGREGATED FACILITIES**  
**(CONSULTANT)**

The below named Consultant certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Consultant certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Consultant agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

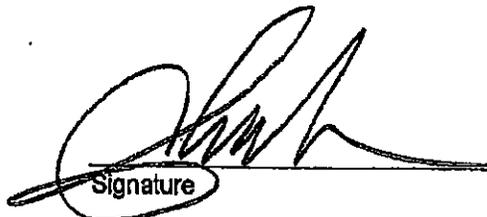
Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

Company Name and Address:

CPZ Architects, Inc.

4316 W. Broward Blvd.

Plantation, FL 33317



Signature

Pamela De Verteuil  
Name and Title

June 29, 2015  
Date

S:\CapImprv\MUNICIPAL\LakeParkLakeshore & KelseyPrkeRenovations\FedReq\_Constant.WPD

**CERTIFICATION OF ELIGIBILITY OF CONTRACTOR**  
**(FOR CONSULTANT)**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Chris P. Zimmerman, AIA, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of CPZ Architects, Inc., hereinafter referred to as the "Contractor" (consultant); who submitted a proposal to perform work for the following project:

Contract #: 104-2015 Project Name: Architectural/Engineering Services Kelsey & Lake Shore Park Restrooms & Tennis Court Lighting

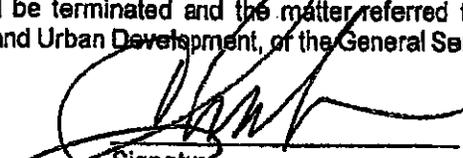
(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

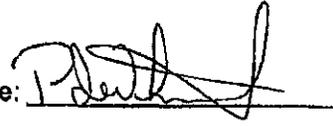
(6) The Contractor acknowledged the responsibility that all of its subcontractors (subconsultants) are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors (subconsultants), and that the "Contractor" will retain such certifications in its files. Furthermore, should the subcontractor (subconsultant) be subsequently found ineligible after award of the Contract, its contract with the "Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

  
Signature

Subscribed and sworn to (or affirmed) before me this 29 day of June, 2015 by Chris P. Zimmerman, AIA, who is personally known to me or who has produced N/A as identification.



PAMELA DE VERTEUIL  
MY COMMISSION # FF 044484  
EXPIRES: August 14, 2017  
Bonded Through Digital Notary Services

Notary Signature: 

Notary Name: Pamela De Verteuil  
Notary Public-State of Florida

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

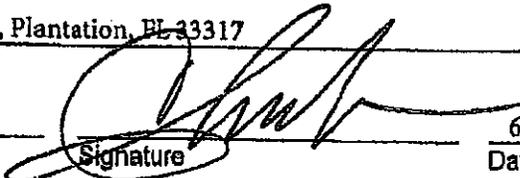
(for use by subconsultants)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.  
Further, I, we, provide the certification set out below:  
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Name: CPZ Architects, Inc.

Address: 4316 W. Broward Blvd., Plantation, FL 33317

By: Chris P. Zimmerman, AIA  6/29/15  
 Name and Title Signature Date

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

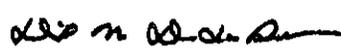
<b>PRODUCER</b> USI Insurance Services, LLC, 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	<b>CONTACT NAME:</b> PHONE (AG, No, Ext): 813 321-7500      FAX (AG, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> CPZ Architects, Inc. 4316 West Broward Blvd. Fort Lauderdale, FL 33317	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co of CT	<b>NAIC #</b> 25682
	<b>INSURER B:</b> Travelers Casualty & Surety Co	<b>19038</b>
	<b>INSURER C:</b> Wesco Insurance Company	<b>25011</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

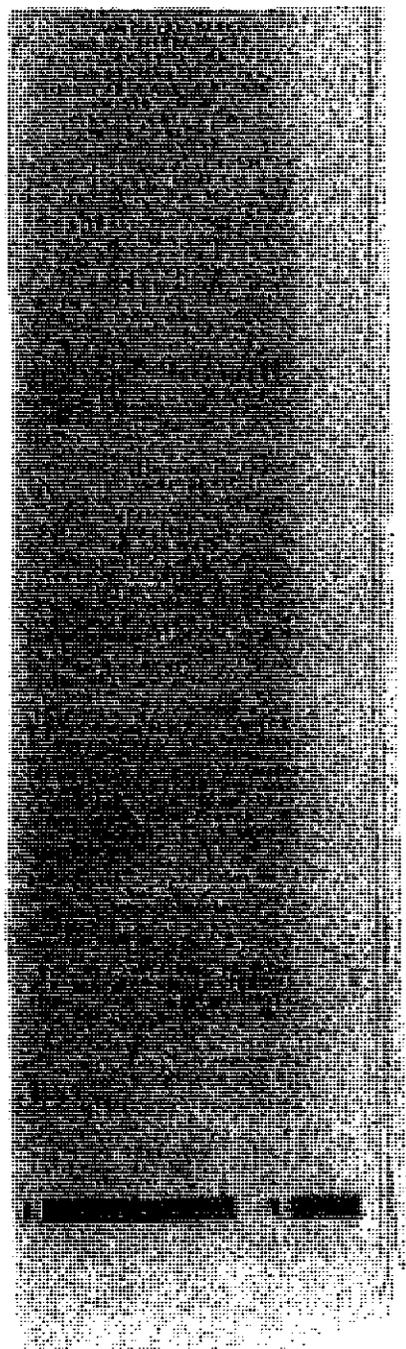
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X X	6804880L560	09/08/2015	09/08/2016	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$10,000
	GENT'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC					GENERAL AGGREGATE \$2,000,000
						PRODUCTS - COMP/OP AGG \$2,000,000
						\$
A	AUTOMOBILE LIABILITY	X	6804880L560	09/08/2015	09/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	UB7327Y233	10/16/2014	10/16/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		ARA109275201	10/17/2014	10/17/2015	\$2,000,000 per claim \$2,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**Professional Liability coverage is written on a claims-made basis.**  
**Town of Lake Park is an additional insured with respect to General Liability as required by written contract.**

<b>CERTIFICATE HOLDER</b>  Town of Lake Park 650 Old Dixie Highway Lake Park, FL 33403	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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# TAB 5



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: March 2, 2016

Agenda Item No. Tab 5

Agenda Title: Resolution No. 11-03-2016 Authorizing the Execution of an Agreement between the Town of Lake Park and Palm Beach County for the use of \$437,555.00 in Fiscal Year 2014, 2015, and 2016 CDBG Funds for Kelsey Park and Lake Shore Park Improvements

- SPECIAL PRESENTATION/REPORTS
- BOARD APPOINTMENT
- PUBLIC HEARING ORDINANCE ON \_\_\_\_\_ READING
- NEW BUSINESS**
- OTHER: \_\_\_\_\_

Approved by Town Manager *J. R. Griffin* Date: 2-22-16

*David Hunt*  
David Hunt / Public Works Director

<p><b>Originating Department:</b> Public Works</p>	<p>Costs: Reimbursable up to \$437,555.00</p> <p>Funding Source: Community Development Block Grants</p> <p>Acct. # 301-337.319 301-337.325</p> <p><input checked="" type="checkbox"/> Finance <u><i>BKR</i></u></p>	<p>Attachments:</p> <ul style="list-style-type: none"> <li>-Resolution No. <u>11-03-16</u></li> <li>-Town Request to make Amendments to the Agreement with Palm Beach County</li> <li>-Agreement between Palm Beach County and the Town for use of FY 2014, 2015, and 2016 CDBG Funds and to reflect changes in the Project's Scope</li> <li>-Letter Certifying Which Individuals are Authorized to Sign on Behalf of the Town</li> <li>-Non-Discrimination Policy Form</li> <li>-Amendments to CPZ Architect, Inc.'s Contract</li> </ul>
<p><b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone _____ or Not applicable in this case <u><i>Gold</i></u> Please initial one.</p>

**Summary Explanation/Background:**  
At the February 4, 2015 Commission Meeting, the Town approved entering into an agreement with Palm Beach County (County) for the use and oversight of Fiscal Year (FY) 2014 and 2015 Community Development Block Grant (CDBG) funds. Since that agreement was ratified by the County on March 10, 2015, the Town has opted to combine the CDBG funding from the 2015 Agreement with its FY 2016 CDBG

allocation and to make changes to the Project Definition's Scope of Work. The Performance Requirements, including the completion deadline, have been adjusted to allow for the project changes.

Amendments to the CPZ Architect, Inc. contract, prompted by additions and changes to the project's scope of work, have been reviewed and approved by the County's Department of Economic Sustainability. These amendments to the Architect's contract received Commission approval by a previous motion at this meeting (March 2, 2016).

The new agreement with the County allows for the following planned improvements to Kelsey Park and Lake Shore Park:

-Demolition of all or part of existing structures, construction renovations, construction of a new restroom facility, related site improvements including utility upgrades and connections and park equipment (benches and litter receptacles).

These improvements shall be bid as one construction contract. If the submitted construction bids for the core project are less than the estimated amounts, additional project elements have been specified and have received pre-approval via this agreement. The core project consists of the following Scope of Work:

Lake Shore Park

- Construction

- Removal of interior walls and fixtures from existing restroom building
- Re-roof, reconfigure and remodel interior to meet ADA Requirements

Kelsey Park

- Construction

- Demolition of two (2) existing structures
- Construction of one ADA compliant restroom facility of approximately 840 S.F. with related amenities, site work, utility connections and landscaping
- Purchase and installation of park benches and litter receptacles

If the core project bid comes in under the project estimates, the remaining CDBG funds may be spent on any or all of the following project elements. These items will be listed as "Alternates" in the bid packet:

Lake Shore Park

- Construction

- Re-roof adjacent community use building
- Installation of electrical improvements (Tennis Courts)
- Purchase and installation of park benches and litter receptacles

- Site Lighting

- Removal of existing deteriorated poles and fixtures
- Supply and installation of a new lighting system

The original Agreement with the County remains in effect until this new Agreement is approved by the Town Commission and the Board of County Commissioners. In order to receive the CDBG funds for FY 2016 and utilize them along with the FY 2014 and 2015 funds, for both design and construction, the Town must execute this CDBG Agreement with the County. The attached Resolution authorizes the Mayor and the Town Clerk to sign the Agreement and an Affirmation of Non-Discrimination Policy on behalf of the Town. Even though the Board of County Commissioners must also approve this new Agreement, work will continue to proceed under the original Agreement in order to avoid missing completion deadlines.

**Recommended Motion: I move to Approve Resolution No. 11-03-16 authorizing the Mayor and the Town Clerk to execute the agreement between Palm Beach County and the Town of Lake Park for the use of \$437,555.00 in CDBG funds for the suggested improvements in Lake Shore Park and Kelsey Park.**

**RESOLUTION NO. 11-03-16**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY PERTAINING TO THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town Commission has determined that it is in the best interest of the community to do demolition and renovation of all or parts of certain existing structures; making improvements to the restrooms; improvements to lighting; and the installation of new park benches and litter receptacles at Lake Shore Park and Kelsey Parks (the "Projects"); and

**WHEREAS**, the Town is an eligible entitlement community for Palm Beach County's Community Development Block Grant program pursuant to an Interlocal Agreement it has entered into with Palm Beach County; and

**WHEREAS**, the Projects fall within two of the three categories of eligible activities as defined by the United States Department of Housing and Urban Development (HUD), in as much as the Projects:

- (1) Will benefit low and moderate income persons on an area-wide basis; and
- (2) Will be a public facilities improvement; and

**WHEREAS**, the Projects lie entirely within a public area that is used by and available to all Town residents, visitors, and the general public for recreational purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida:

**SECTION 1.** The "whereas" clauses are incorporated herein and are true and correct.

**SECTION 2.** The Town Commission hereby authorizes and directs the Mayor and the Town Clerk to execute the grant agreement with Palm Beach County in the amount of \$437,555 for the Fiscal Years 2015 and 2016 Community Development Block Grants to undertake the Projects.

**SECTION 3.** The Town Commission hereby commits to the use of the funds received from HUD through Palm Beach County for the partial demolition and renovation of structures; improvements to restroom facilities; additional lighting; and the installation of new park benches and trash receptacles at Lake Shore and Kelsey Parks.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.



Office of the  
Town Manager

November 24, 2015

Mr. Edward W. Lowery, Director  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

**Subject: Combining Fiscal Year 2016 CDBG Funds with Fiscal Year 2014 and 2015 Funds to Accomplish Multiple Projects in Lake Shore and Kelsey Parks; Amendments to the Agreement**

Dear Mr. Lowery:

The Town of Lake Park submitted for and received approval for a project in Kelsey Park using Fiscal Year 2015-2016 CDBG Program funding. \$33,964.00 was allocated for the purchase and installation of park benches and litter receptacles.

The Town has also been awarded \$362,941.00 in Fiscal Year 2014-2015 funds along with \$40,650.00 in Fiscal Year 2013-2014 funds for a Lake Shore and Kelsey Park Improvements project.

The Town requests that Palm Beach County consider allowing the Town to combine the Fiscal Year 2015-2016 funds with the previously approved Fiscal Year 2014 and 2015 funds, since all proposed projects are in Lake Shore and Kelsey Parks. Bundling the grants for the total amount of \$437,555.00 will allow the Town to accomplish as many of the approved projects under one design contract and one construction project as funding will allow.

In addition, the Town's Architectural Consultant has submitted project estimates that have required the Town to modify its plans that were approved in the original agreement by the Board of County Commissioners at their March 10, 2015 meeting. By this letter, the Town requests consideration of the following additions and deletions to "Exhibit A, Work Program Narrative" that was a part of the agreement with the County.

- Task the Architectural Consultant to specify the park benches and litter receptacles and indicate their location on the site plan. Add these additional costs to the existing professional services contract.
- Purchase and install park benches and litter receptacles as part of the construction contract.
- While the original agreement stipulates that, "The site lighting at Lake Shore Park shall be bid separately as one contract", include the placement of underground power supply lines running to the future light pole locations into the current construction contract.
- Task the Architectural Consultant to specify the re-roof of the two (2) buildings adjacent to the remodeled restroom in the construction plans. Add these additional costs to the existing professional services contract.
- Re-roof two (2) buildings adjacent to the remodeled restroom building in Lake Shore Park. These roofs will match the new roof approved to be placed on the existing restroom.

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

- Strike the following task from the approved agreement's *Scope of Work: Lake Shore Park*, "Construct a new building with ADA compliant restrooms to meet needs of park users, complete with A/C unit, related amenities, site work, mechanical upgrades (where necessary) and landscaping."
- Amend the following task in the approved agreement's *Scope of Work: Kelsey Park*; construct a restroom facility of approximately 840 S.F. (increased from 580 S.F.).

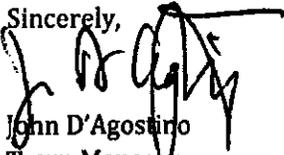
If bid prices submitted for the core project are lower than the Architect's initial estimates, the Town would like to have the flexibility to accomplish additional, pre-approved tasks through the use of Bid Alternates. Our priorities, in descending order, will be:

- Construction and renovation of the restrooms
- The purchase and placement of benches and trash receptacles
- Re-roof of two adjacent park buildings
- Placement of underground power lines for site lighting

I think you'll find that the modifications being requested do not significantly deviate from the original project submittals.

Thank you for your consideration of the Town's request.

Sincerely,



John D'Agostino  
Town Manager

cc: Carlos Serrano, Director, Strategic Planning Section  
Lynette Scaper, Project Coordinator  
David Hunt, Public Works Director  
Bambi McKibbon-Turner, Human Resources Director  
Richard Pittman, Project Manager  
Blake Rane, Finance Director



PALM BEACH COUNTY  
DEPARTMENT OF ECONOMIC SUSTAINABILITY

RECEIVED

FEB 09 2016

Office of Town Manager  
TOWN OF LAKE PARK

**DOCUMENT TRANSMITTAL**

TO: TOWN OF LAKE APRK

February 5, 2016

RE: CDBG AGREEMENT: FY 2015-2016

**THIS AGREEMENT WILL NOT BE PROCESSED UNLESS ALL  
ITEMS LISTED BELOW ARE RECEIVED BY DES**

**1. BLUE INK:** SIGN ALL DOCUMENTS IN BLUE INK

**2. SEAL:** INCLUDE AGENCY/MUNICIPALITY SEAL ON ALL DOCUMENTS

IF YOUR ORGANIZATION DOES NOT HAVE A SEAL, 1) ATTACH A LETTER ON YOUR LETTERHEAD STATING SO, **AND** 2) PRINT THE WORD "SEAL" WITHIN A CIRCLE AT THE LOCATION INDICATED FOR THE AGENCY SEAL.

**3. DO NOT PUT A DATE** ON THE DOCUMENTS  
WE WILL INSERT DATE ON DOCUMENTS AFTER FULL EXECUTION.

**4. CERTIFICATE OF INSURANCE:** IMMEDIATELY FORWARD AN UP-TO-DATE CERTIFICATE OF INSURANCE

INSURANCE COVERAGE **MUST** MEET THE INSURANCE AMOUNT REQUIREMENTS IN THE AGREEMENT. THE CERTIFICATE MUST SHOW THE **ADDITIONAL INSURED** AS "PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS, C/O DEPARTMENT OF ECONOMIC SUSTAINABILITY".

**5. SIGNATORY AUTHORITY:** PROVIDE A LETTER ON YOUR LETTERHEAD

(A) CERTIFYING WHICH INDIVIDUALS ARE AUTHORIZED TO SIGN ON BEHALF OF YOUR ORGANIZATION. YOUR LETTER MUST BE SIGNED BY AN OFFICER OF THE CORPORATION, **AND**

(B) THE SOURCE OF THIS AUTHORITY (E.G., BOARD RESOLUTION, MINUTES, BY LAW, ETC.) **MUST** BE INCLUDED.

**6. NON-DISCRIMINATION POLICY FORM**  
COMPLETE FORM AND ATTACH CURRENT POLICY, IF APPLICABLE

PLEASE RETURN ALL DOCUMENTS TO:

**BETSY BARR**  
Director of Contract Development & Quality Control  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

**AFFIRMATION OF NON- DISCRIMINATION POLICY**

Organization Name: **TOWN OF LAKE PARK**

Authorized Representative: Name: \_\_\_\_\_

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

The undersigned acknowledges that it is the express policy of the Palm Beach County Board of County Commissioners that Palm Beach County ("County") shall not conduct business with nor appropriate funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, and that County Resolution 2014-1421, as may be amended, requires all entities doing business with the County ("Organization") to submit a copy of their written non-discrimination policies to ensure consistency with County resolution 2014-1421, as may be amended, or to provide a written statement affirming their non-discrimination policies are in conformance with County Resolution 2014-1421, as may be amended. This policy is applicable whether the Organization is public or private, for profit or not-for-profit.

Accordingly, the undersigned hereby affirms the following on behalf of the Organization:

- [ ] The Organization has a written non-discrimination policy which is consistent with the requirements of County Resolution 2014-1421 and has provided a complete copy of its policy to the County for its records.
  - [ ] Copy of the Organization's written non-discrimination policy is attached.
  - [ ] Copy of the Organization's written non-discrimination policy was previously submitted to the County and is on file with the County's Department of Economic Sustainability.
- [ ] The Organization has a written non-discrimination policy and has provided a complete copy of its policy to the County for its records, however, the Organization's non-discrimination policy is not entirely consistent with the requirements of County Resolution 2014-1421.
  - [ ] The Organization will conform to the County's non-discrimination policy in Resolution 2014-1421, as may be amended.
- [ ] The Organization does not have a written non-discrimination policy; however, the Organization will conform to the County's non-discrimination policy in Resolution 2014-1421, as may be amended.

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**AGREEMENT BETWEEN PALM BEACH COUNTY**

**AND**

**TOWN OF LAKE PARK**

**THIS AGREEMENT**, entered into on \_\_\_\_\_, by and between **Palm Beach County**, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Town of Lake Park**, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 535 Park Avenue, Lake Park, FL 33403.

**WHEREAS**, **Palm Beach County** has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, **Palm Beach County** and the **Town of Lake Park** previously entered into an Agreement (R2015-0299) dated March 10, 2015 (the "2015 Agreement"), to utilize CDBG funds, which is still in effect, and

**WHEREAS**, the **Town of Lake Park** wishes to combine the CDBG funding from the 2015 Agreement with their FY2015-2016 CDBG allocation, include the terms of the 2015 Agreement in this Agreement, modify certain terms to reflect changes in the project's scope of work and budget, and terminate the 2015 Agreement, and

**WHEREAS**, **Palm Beach County**, in accord with the annual Action Plan, and the **Town of Lake Park**, desire to provide the activities specified this Agreement; and

**WHEREAS**, **Palm Beach County** desires to engage the **Town of Lake Park** to implement such undertakings of the Community Development Block Grant Program.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

**1. DEFINITIONS**

- (A) "County" means Palm Beach County.
- (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
- (C) "DES" means Palm Beach County Department of Economic Sustainability
- (D) "Municipality" means the **Town of Lake Park**.
- (E) "DES Approval" means the written approval of the DES Director or his designee.
- (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
- (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**

The Municipality shall implement the herein described improvements to Kelsey Park located at 601 Federal Highway and Lake Shore Park located at 600 Lake Shore Drive, which activities have been determined to be **Public Facilities and Improvements**, under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to complete the improvements outlined in Exhibit A as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of **\$437,555** for the period of **March 22, 2016**, through and including **July 31, 2017**. Any funds not obligated by the Agreement expiration date shall remain with the County and no longer be eligible for reimbursement to the Municipality.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant Nos. **B-13-UC-12-0004**, **B-14-UC-12-0004** and **B-15-UC-12-0004**. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed prior to **July 31, 2017**.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or

reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

**9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT**

- (A) **IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES**  
The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.
- (B) **FINANCIAL ACCOUNTABILITY**  
The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.
- (C) **SUBCONTRACTS**  
Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted without prior written approval of the DES Director or his designee.
- (D) **PURCHASING**  
All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.
- (E) **REPORTS, AUDITS, AND EVALUATIONS**  
Payment may be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

- (F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS  
DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.
- (G) PRIOR WRITTEN APPROVALS - SUMMARY  
The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:
- (1) All subcontracts and agreements pursuant to this Agreement;
  - (2) All capital equipment expenditures of \$1,000 or more;
  - (3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
  - (4) All change orders;
  - (5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
  - (6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.
- (H) PROGRAM - GENERATED INCOME  
All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement, or shall be returned to DES. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

**The requirements of this section shall survive the expiration of this Agreement.**

**10. NON-DISCRIMINATION**

The Municipality warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Municipality has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Municipality does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Municipality will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

**11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

**12. PROGRAM BENEFICIARIES**

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

**13. EVALUATION AND MONITORING**

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

**14. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over \$500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County shall provide technical assistance to the Municipality, as deemed necessary by the County.

**15. UNIFORM ADMINISTRATIVE REQUIREMENTS**

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal CDBG Regulations 24 CFR 570.502.

**16. CDBG FUNDING AT EXPIRATION**

Upon expiration or termination of this Agreement, any funds not obligated by the Municipality shall remain with the County and no longer be available for reimbursement to the Municipality. Municipality shall transfer to the County any accounts receivable that are

attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

**17. DATA BECOMES COUNTY PROPERTY**

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

**18. INDEMNIFICATION**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

**19. INSURANCE BY MUNICIPALITY:**

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

**20. MAINTENANCE OF EFFORT**

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

**21. CONFLICT OF INTEREST**

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

**22. CITIZEN PARTICIPATION**

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

**23. RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

**24. AGREEMENT DOCUMENTS**

The following documents are herein incorporated by reference and made a part hereof, and constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Municipality;
- (B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (E) Executive Orders 11063, 12259, 12892, Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (F) Florida Statutes, Chapter 112;
- (G) Palm Beach County Purchasing Code;
- (H) Federal CDBG Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
- (I) The Municipality's personnel policies and job descriptions; and
- (J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

**25. TERMINATION AND SUSPENSION**

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

26. **SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. **AMENDMENTS**

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

28. **NOTICES**

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on Page 1 of this Agreement.

29. **INDEPENDENT AGENT AND EMPLOYEES**

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

30. **NO FORFEITURE**

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

31. **PUBLIC ENTITY CRIMES**  
As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).
32. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**  
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
33. **EXCLUSION OF THIRD PARTY BENEFICIARIES**  
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.
34. **SOURCE OF FUNDING**  
This Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from U.S. HUD. Nothing in this Agreement shall obligate the Palm Beach County Board of County Commissioners to provide funding from the County's annual budget and appropriations.
35. **INCORPORATION BY REFERENCE**  
Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.
36. **COUNTERPARTS OF THE AGREEMENT**  
This Agreement, consisting of twenty-one (21) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.
37. **ENTIRE UNDERSTANDING**  
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
38. **TERMINATION OF THE 2015 AGREEMENT**  
The County and Municipality desire to incorporate the funding and terms, in modified form, of the 2015 Agreement into this Agreement, and to acknowledge and ratify any tasks completed and expenditures made by the County for the project pursuant to the 2015 Agreement. Upon approval of this Agreement, the 2015 Agreement will be terminated. This Agreement includes the 2015 Agreement funding as well as funding from the FY 2015-2016 CDBG Program, expanded terms, a revised scope of work to accommodate changes in the project's budget and design, and adjusted project completion dates to coincide with the updated information on the design and proposed construction schedule.

**TOWN OF LAKE PARK**

Notwithstanding the language in Section 16 of the 2015 Agreement regarding non-availability of funds upon termination, funding allocated under the 2015 Agreement shall remain available to the Municipality pursuant to the terms of this Agreement upon the concurrent approval of this Agreement and termination of the 2015 Agreement by the Board of County Commissioners.

WITNESS our Hands and Seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(MUNICIPALITY SEAL BELOW)

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
James DuBois, Mayor

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Attorney for Municipality  
(Signature Optional)

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
Mary Lou Berger Mayor  
Palm Beach County

By: \_\_\_\_\_  
Deputy Clerk

Document No.: \_\_\_\_\_

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
James Brako,  
Assistant County Attorney III

By: \_\_\_\_\_  
Sherry Howard,  
Deputy Director

**EXHIBIT A**  
**WORK PROGRAM NARRATIVE**

**1. MUNICIPALITY OBLIGATIONS:**

- A. PROFESSIONAL SERVICES:** The Municipality shall advertise and procure the services of an architect or engineering consultant (a Florida Licensed Professional Architect or Engineer) to provide design services to create plans and specifications for the restroom demolition/reconstruction contract and the site lighting contract at Lake Shore Park and Kelsey Park in the Town of Lake Park. The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, if necessary.

The Municipality shall procure such services as permitted under the purchasing requirements contained herein provided that the Municipality first obtain DES approval of its solicitation method as well as DES approval of the Municipality's award of the contract for consultant services.

The Municipality's procurement of the consultant shall be a formal competitive proposal process in compliance with the Palm Beach County Purchasing Code. The Municipality understands that the aforesaid process for the procurement of its consultant is set forth as a Request for Submittal (RFS), Request for Proposal (RFP) or a Request for Quote (RFQ) in the Palm Beach County Purchasing Code, and the Municipality agrees to procure these services according to the requirements contained therein.

The procurement process of the consultant shall incorporate any sub-consultants which shall be funded as reimbursables under the consultant's contract for services. Reimbursement for sub-consultants shall be at cost. Such sub-consultants may include surveyors, testing services, or others as deemed necessary for the nature of the project. (Note: The consultant's compensation shall not be based on a percentage of construction costs, nor a cost plus percentage of cost).

Before seeking submittals from consultants, the Municipality shall submit the following to DES and obtain DES's approval to proceed with the solicitation of submittals: a copy of the RFS/RFP/RFQ document that describes the project and the desired scope of work, contains the public entity crimes statement if required by F.S. 287.133, and specifies the factors to be used to evaluate respondents. At minimum, the solicitation shall seek a description of the respondents' approach and understanding of the project, and a description of the work proposed by the respondents to complete the project. The solicitation may seek work references from respondents, and a price for their services.

After receiving and evaluating proposals, the Municipality shall obtain DES approval prior to awarding the contract for consultant services to be funded through this Agreement. In this regard, the Municipality shall provide DES the required documentation according to the RFS/RFP/RFQ bid proposal letter which will be transmitted upon approval to bid for the consultant.

***The parties acknowledge that Lake Park has procured the above architectural and design services and executed a contract with CPZ Architects, Inc. for the herein described professional services.***

- B. PROJECT DEFINITION:** The improvements described below are to be made at Kelsey Park and Lake Shore Park. The Parks are adjacent to Lake Shore Drive, which divides the sites. The Parks' close proximity to one another and similar scope of work will allow for the following:
- The planned improvements to will include demolition of all or part of existing structures, construction renovations, construction of a new restroom facility, related site improvements including utility upgrades and connections and park equipment (benches and litter receptacles).

- These improvements at Kelsey Park and Lake Shore Park shall be bid as one construction contract.

**I. Scope of Work: Lake Shore Park (600 Lake Shore Drive)**

- Construction
  - Removal of interior walls and fixtures from existing restroom building
  - Re-roof, reconfigure and remodel interior to meet ADA Requirements
  - Re-roof adjacent community use building
  - Installation of electrical improvements
  - Purchase and installation of park benches and litter receptacles
- Site Lighting
  - Removal of existing deteriorated poles and fixtures
  - Supply and installation of a new lighting system

**II. Scope of Work: Kelsey Park (601 Federal Highway)**

- Construction
  - Demolition of two (2) existing structures
  - Construction of one ADA compliant restroom facility of approximately 840 S.F. with related amenities, site work, utility connections and landscaping
  - Purchase and installation of park benches and litter receptacles

**(1) Should the Municipality use brand names in the bid package/drawings/specifications for this project, then these documents shall:**

- (a) Clearly note that the specified brand name is used for descriptive purposes only,**
- (b) State that "equal" equipment or materials will be accepted, and**
- (c) Identify the minimum requirements to establish equality.**

**The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.**

(2) The Municipality shall submit its bid packages/drawings/specifications, and an itemized opinion of probable construction costs, prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction contract and the lighting contract. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for either contract.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract until sufficient funding is available to complete the established scopes of work. All construction work at both locations shall be included in one contract. The Municipality shall obtain DES approval prior to awarding the contract to be funded through this Agreement. After awarding said contract, the Municipality shall obtain DES approval prior to executing any change orders to the contract.

(6) Should the construction contract amount exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

**The Municipality agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on Municipality's compliance with the above.**

- C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for demolition and construction work in connection with the project funded through this Agreement.

***The Parties acknowledge that the County's Risk Management Division has contracted for asbestos surveys at both Lake Shore Park and Kelsey Park. The County has paid the contractor \$881.36 for his services and the cost of said services will be charged to the project budget.***

- D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction and lighting work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction and lighting bid solicitation and contract.

- E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding \$100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding \$100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of \$100,000, or less.

- F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of the contracts, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.
- G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.
- H. **PERFORMANCE REQUIREMENTS:** The time frame for completion and project close-out shall be July 31, 2017. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Design Complete by:	April 1, 2016
Advertise, Accept Bids, & Award Contract by:	August 1, 2016
Start Construction by:	October 1, 2016
Complete Construction by:	April 1, 2017
Submit All Final Reimbursement Requests by:	July 1, 2017

- I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

**The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.**

- J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

- a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
- b. The requirements of paragraph (2) of this section are met.

- (2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.
- (3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

**The provisions of this clause shall survive the expiration or termination of this Agreement.**

- K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

**Section 3 Clause**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- L. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that Municipality must consider in the design and implementation of the project. The Municipality acknowledges that it has received notification from DES containing the results of the ER. The notification letter included a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with the identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

**2. COUNTY OBLIGATIONS:**

- A. Provide funding for the above specified architect/engineer and the improvements as described above in "Project Scope", during the term of this Agreement, in the amount of **\$437,555**. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are committed and available to complete the project.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.
- D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.
- E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:
  - (1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
  - (2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

**EXHIBIT B**

**PALM BEACH COUNTY ECONOMIC SUSTAINABILITY**

**MONTHLY PERFORMANCE REPORT**

<b>Report For:</b>	Month: _____ Year: _____
<b>Sub-recipient Name:</b>	Town of Lake Park
<b>Project Name:</b>	Restroom Demolitions, Renovations, Reconstruction and Lighting
<b>Report Prepared By:</b>	_____
	Name Signature Date

**BUDGETING AND EXPENDITURES**

**Amounts Expended this Reporting Period:** CDBG Funds:\$ \_\_\_\_\_ Other Funds:\$ \_\_\_\_\_

**Amounts Expended to Date:**

////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$ 437,555	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

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

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): \_\_\_\_\_

\_\_\_\_\_

**PROJECT ACTIVITIES**

Describe your accomplishments during the reporting period: \_\_\_\_\_

\_\_\_\_\_

Describe any problems encountered during this reporting period: \_\_\_\_\_

\_\_\_\_\_

Other comments: \_\_\_\_\_

\_\_\_\_\_

I, \_\_\_\_\_, do hereby certify that the Town of Lake Park has met all of its Monthly Performance Requirements (Exhibit A, Paragraph H) referenced in the Agreement during this reporting period.

**Name & Title of Certifying Representative**

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS  
 Department of Economic Sustainability  
 100 Australian Avenue, Suite 500  
 West Palm Beach, FL 33406

**EXHIBIT C****ASBESTOS REQUIREMENTS**  
**SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS**

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

**I. DEFINITIONS**

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Municipality
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

**II. ASBESTOS SURVEYS**

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
  1. Assume the material is greater than 1% and treat it as RACM, or
  2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Municipality has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Municipality or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Municipality.

**III. ASBESTOS ABATEMENT**

**A. RENOVATION**

- (a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Municipality must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.
- (b) Asbestos abatement work may be contracted by the Municipality or by DES upon request.
- (c) If the Municipality contracts the asbestos abatement, the following documents are required to be provided to the DES.
  - 1. An Asbestos Abatement Specification (Work Plan)
  - 2. Post Job submittals, reviewed and signed by the FLAC
- (d) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.
- (e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

**B. DEMOLITION**

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Municipality.

- (a) Asbestos Abatement work may be contracted by the Municipality.
- (b) If the Municipality contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.
  - 1. An Asbestos Abatement Specification (Work Plan).
  - 2. Post Job submittals, reviewed and signed by the FLAC.

**TOWN OF LAKE PARK**

- (c) If the Municipality requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Municipality.
- (d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.
- (e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.
- (f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

**IV. NESHAP NOTIFICATION**

**A. RENOVATION**

A NESHAP form must be prepared by the Municipality or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Municipality or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Municipality shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

**B. DEMOLITION**

A NESHAP form must be prepared by the Municipality or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Municipality.

**C. NESHAP FORM**

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Municipality post job documentation submitted to DES. All fees shall be paid by the Municipality.

Palm Beach County Department of Health  
Asbestos Coordinator  
800 Clematis Street  
Post Office Box 29  
West Palm Beach, Florida 33402

**V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES**

The Municipality through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

- (a) Environmental Protection Municipality (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991
- (b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101
- (c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992
- (d) Demolition practices under the Asbestos NESHAP, EPA Region IV
- (e) Asbestos NESHAP Adequately Wet Guidance
- (f) Florida State Licensing and Asbestos Laws
  1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
  2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors
- (g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.
- (h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA, June 1995, or current version.
- (i) US Dept of Labor, OSHA Standard Interpretation
  1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
  2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
  3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

**CERTIFICATE OF COVERAGE**

ISSUED ON: 2/23/2016

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK2FL1 0502012 15-01

COVERAGE PERIOD: 10/1/2015 TO 10/1/2017 12:01 AM

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder

**Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees and Agents, c/o Department of Economic Stability**  
**100 Australian Avenue**  
**Suite 500**  
**West Palm Beach, FL 33406**

*Designated Member*  
**Town of Lake Park**  
*c/o The Gehring Group*  
**11505 Fairchild Gardens Ave #202**  
**Palm Beach Gardens, FL 33410**

**LIABILITY COVERAGE**

**Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**

Limit \$2,000,000                      \$25,000 Deductible

**Public Officials Liability**

Limit \$2,000,000                      \$25,000 Deductible

**Employment Practices Liability**

Limit \$2,000,000                      \$25,000 Deductible

**Employee Benefits Liability**

Limit \$2,000,000                      \$25,000 Deductible

**Law Enforcement Liability**

Limit

**WORKERS' COMPENSATION COVERAGE**

WC AGREEMENT NUMBER: WC2FL1 0502012 15-01

**Self Insured Workers' Compensation**

**Statutory Workers' Compensation**

**Employers Liability**

\$1,000,000 Each Accident

\$1,000,000 By Disease

\$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

**Buildings & Personal Property**

Per schedule on file with              \$5,000 Deductible  
 Trust Limit

*Note: See coverage agreement for details on wind, flood, and other deductibles.*

**Rented, Borrowed and Leased Equipment**

Limit

**Total All other Inland Marine**

Limit \$1,675,950 TIV                      See Schedule for Deductible

**CRIME COVERAGE**

**Employee Dishonesty**

Limit \$100,000                      \$1,000 Deductible

**Forgery or Alteration**

Limit \$50,000                      \$1,000 Deductible

**Theft Disappearance & Destruction**

Limit \$10,000                      \$1,000 Deductible

**Computer Fraud**

Limit \$50,000                      \$1,000 Deductible

**AUTOMOBILE COVERAGE**

**Automobile Liability**

Limit \$2,000,000                      \$25,000 Deductible

**All Owned**

Specifically Described Autos

**Hired Autos**

**Non-Owned Autos**

**Automobile Physical Damage**

**Comprehensive See Schedule for Deductible**

**Collision See Schedule for Deductible**

**Hired Auto with limit of \$100,000**

**Garage Keepers**

Liability Limit

Liability Deductible

Comprehensive Deductible

Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special Items:

**All Operations usual to a City Government. Certificate Holder is included as Additional Insured**

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator  
**Public Risk Underwriters®**  
**P.O. Box 958455**  
**Lake Mary, FL 32795-8455**

CANCELLATIONS  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM ITS AGENTS OR REPRESENTATIVES

Producer  
**The Gehring Group**  
**11505 Fairchild Gardens Avenue**  
**Suite 202**  
**Palm Beach Gardens, FL 33410**

AUTHORIZED REPRESENTATIVE

***Preferred***

February 23, 2016

**Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, Its Officers, Employees and Agents, c/o Department of Economic Stability  
100 Australian Avenue  
Suite 500  
West Palm Beach, FL 33406**

**Re: Coverage Agreement - PK2FL1 0502012 15-01  
Town of Lake Park  
Effective Date: 10/01/2015 to 10/01/2017**

**To Whom It May Concern:**

**Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.**

**Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.**

**We appreciate your understanding.**

**Margaret E. Gross, CPCU  
Director of Underwriting**

***\*\*If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.\*\****



Office of the  
Town Manager

March 3, 2016

Ms. Betsy Barr  
Director of Contract Development  
and Quality Control  
Department of Economic Sustainability  
100 Australian Avenue, Suite 500  
West Palm Beach, Florida 33406

Dear Ms. Barr:

The purpose of this letter is to certify that James DuBois, Mayor of the Town of Lake Park, and Vivian Mendez, Town Clerk, are authorized to sign the Agreement between Palm Beach County and the Town of Lake Park for use of the Fiscal Year 2015 and Fiscal Year 2016 Community Development Block Grant.

Additionally, at the March 2, 2016 Commission meeting, the Town Commission authorized Mayor DuBois and Town Clerk Mendez to sign this agreement. Attached is a certified copy of the Resolution authorizing such signature.

Sincerely,

John O. D'Agostino  
Town Manager

Attachment

535 Park Avenue  
Lake Park, FL 33403  
Phone: (561) 881-3304  
Fax: (561) 881-3314

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[www.lakeparkflorida.gov](http://www.lakeparkflorida.gov)

**AFFIRMATION OF NON- DISCRIMINATION POLICY**

Organization Name: **TOWN OF LAKE PARK**

Authorized Representative: Name: BAMBI M-KIBACHO-TURNER  
Title: HUMAN RESOURCES DIRECTOR

The undersigned acknowledges that it is the express policy of the Palm Beach County Board of County Commissioners that Palm Beach County ("County") shall not conduct business with nor appropriate funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, and that County Resolution 2014-1421, as may be amended, requires all entities doing business with the County ("Organization") to submit a copy of their written non-discrimination policies to ensure consistency with County resolution 2014-1421, as may be amended, or to provide a written statement affirming their non-discrimination policies are in conformance with County Resolution 2014-1421, as may be amended. This policy is applicable whether the Organization is public or private, for profit or not-for-profit.

Accordingly, the undersigned hereby affirms the following on behalf of the Organization:

- The Organization has a written non-discrimination policy which is consistent with the requirements of County Resolution 2014-1421 and has provided a complete copy of its policy to the County for its records.
  - Copy of the Organization's written non-discrimination policy is attached.
  - Copy of the Organization's written non-discrimination policy was previously submitted to the County and is on file with the County's Department of Economic Sustainability.
- The Organization has a written non-discrimination policy and has provided a complete copy of its policy to the County for its records, however, the Organization's non-discrimination policy is not entirely consistent with the requirements of County Resolution 2014-1421.
  - The Organization will conform to the County's non-discrimination policy in Resolution 2014-1421, as may be amended.
- The Organization does not have a written non-discrimination policy; however, the Organization will conform to the County's non-discrimination policy in Resolution 2014-1421, as may be amended.

Signature of Authorized Representative: Bambi M-Kibach-Turner  
Date: 2/23/2016

# **TOWN OF LAKE PARK NON-DISCRIMINATION POLICY**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY:**

The Town of Lake Park adheres to a policy of nondiscrimination in employment and strives affirmatively to provide equal opportunity for all as required by state and federal laws. The Town attempts to identify and overcome real or potential artificial barriers to employment, training, or promotional opportunities for its employees and applicants.

It is the policy of the Town of Lake Park to prohibit discrimination based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Town strives to ensure a highly qualified staff in terms of educational background and experience which reflects the overall diversity in terms of factors such as race, ethnicity and gender of the pool of qualified candidates.

In recruiting applicants for Town positions, the Town encourages men and women to enter non-traditional occupational areas where their gender is under-represented.

The Town continually develops and reviews job descriptions and entry qualifications in order to ensure that the tasks and duties required are reasonable and do not impose artificial barriers to qualified applicants.

No individual will be denied access, employment, training, or promotion on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

The Human Resources Department will conduct job advertising and recruitment activities in a manner designed to apprise persons of diverse backgrounds.

Merit principles will be followed in the hiring, promotion and retention of Town employees.

## **NON-DISCRIMINATION HARASSMENT POLICY:**

It is the affirmative policy of the Town of Lake Park to prohibit discrimination in all aspects of employment or hiring with the Town based on race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

All employees are hereby notified that they are expected to work with other employees without regard for the race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression of the individual.

Harassment or discrimination based on any of the above categories or factors is a violation of applicable laws and a breach of the Town's non-discrimination/harassment policy.

Violations of the Town's policy are expressly prohibited and shall not be tolerated.

Such violations shall be grounds for disciplinary action including, but not limited to, termination of employment.

**Sexual harassment**, including same sex harassment is a violation of Title VII of the Civil Rights Act of 1964.

Sexual harassment is defined as a pattern of behavior that includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Complaints alleging employment harassment or discrimination on the basis of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression should be made to the Human Resources Director or to the employee's Department Head or supervisor as set forth in Section 8.8 of this Handbook.



Public Works  
Department

AMENDMENT No.1

TO PROFESSIONAL SERVICES CONTRACT BETWEEN  
TOWN OF LAKE PARK AND CPZ ARCHITECTS, INC. DATED  
OCTOBER 21, 2015

This Amendment No.1 shall become an integral part of the Professional Services Contract between the Town of Lake Park and CPZ Architects, Inc. upon execution by both parties.

Exhibit "B" Consultant Proposal, page 2, paragraph D: "Construction Administration", strike out narrative in entirety and replace with the following language:

Services during construction are not included and will be billed at the hourly rates per Exhibit "C", computed at 15 minute intervals when approved in advance by the Client.

Typical Consultant and Sub-consultant services include shop drawing review, change orders, and specialty inspections such as structural and electrical which are beyond the required Town's Building Official inspections and the coordination services provided by the Consultant, for these assigned tasks, when approved in advance by the Client.

NOTE: Exception to the hourly rate billing are Structural Inspections which will be billed at a fixed fee of \$450 per inspection. The Fixed Fee for Structural Inspections includes: a site visit which includes travel time; a site visit report; and if required by the Building Department, signing and sealing of the site visit report.

Exhibit "B" Consultant Proposal, page 2, paragraph G: "Reimbursable Allowance...\$2,000.00, add the following language:  
Reimbursable expenses, as detailed in General Conditions, January, 2015, No. 2, will be billed at actual cost.

Exhibit "B" Consultant Proposal, page 2, paragraph H., Item's 1., 2., 3., and 4.,: Strike out in entirety.

Exhibit "B" Consultant Proposal, page 2, paragraph I, "Additional Services not included in the estimate above", Strike out Item 1 in entirety and replace with the following language:

1. Preparation of full As-Built Drawings will be performed by the selected Contractor and paid as an individual line item in the Schedule of Values per the bid submittal.

650 Old Dixie Highway  
Lake Park, FL 33403  
Phone: (561) 881-3345  
Fax: (561) 881-3349

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Public Works  
Department

Exhibit "B" Consultant Proposal, page 2, paragraph I, "Additional Services not included in the estimate above", Strike out Item 2 in entirety and replace with the following language:

2. Extensive investigation of the existing space, mechanical equipment and electrical systems was determined to NOT be needed as the date of this Amendment No. 1.

Exhibit "B" Consultant Proposal, page 3 paragraph J. Item 5: Strike out in entirety.

Exhibit "B" Consultant Proposal, Add the following language:

K. Compensation for additional Consultant's coordination services and Sub-Consultant services (Structural, Mechanical, Electrical Engineers, etc.) not included above, shall be billed at an hourly fixed fee per Exhibit "C" computed at 15 minute intervals when approved in advance by the Client.

Exhibit "B" Consultant Proposal, General Conditions, January 2015, Item 2. "Direct & Reimbursable Expenses", strike out the first sentence in the narrative and replace with the following language:

CPZ ARCHITECTS, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to courier service, laboratory tests and analyses, printing and reproduction charges.

Exhibit "B" Consultant Proposal, General Conditions, January 2015, Item 3. "Outside Services", strike out narrative in entirety and replace with the following language:

"If technical or professional services not previously included are required from outside sources, these outside services are first required to be approved by the Client, and if approved, will be billed at an hourly fixed fee as identified in Exhibit "C" (Computed at 15 minute intervals).

.....

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TOWN OF LAKE PARK,  
through its Town Commission

By: \_\_\_\_\_  
James DuBois, Mayor  
\_\_\_\_\_ day of \_\_\_\_\_ 2016

ATTEST:  
\_\_\_\_\_  
Vivian Mendez, CMC, Town Clerk



Public Works  
Department

(CONSULTANT)

Approved as to form and legality  
By: \_\_\_\_\_  
Thomas J Baird, Town Attorney  
\_\_\_\_\_ day of \_\_\_\_\_, 2016

By: \_\_\_\_\_  
Christopher P. Zimmerman  
\_\_\_\_\_ day of \_\_\_\_\_ 2016

End of Amendment No.1

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\_\_\_\_\_  
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March 2, 2016

Town of Lake Park  
Attn.: Mr. Richard Pittman, Project Manager  
650 Old Dixie Highway  
Lake Park, FL 33403

**RE: Amendment No.2 to Professional Services Contract between the Town of Lake Park and CPZ Architects, Inc.; approved by Town Commission on October 21, 2015**

Dear Mr. Pittman:

We are pleased to offer the following fee proposal to provide additional Architectural Services.

**SCOPE**

*This work includes construction documents including architectural, civil engineering, landscape architectural and structural drawings for the new benches, trash receptacles and the re-roofing of (2) adjacent buildings including the elimination of dormers. Drawings will be added to the permitting, bidding, and construction documents already in progress.*

**SERVICES & COMPENSATION**

**Construction Documents**

- Add demolition plan showing locations of benches and trash receptacles to be demolished along with their related existing concrete pads
- Develop Site Plan depicting location of fifteen (15) new benches (3 – 4’ benches and 12- 6’ benches) and six (6) new trash receptacles and location of existing buildings to be re-roofed
- Design and detail new concrete pads for benches and trash receptacles
- Develop design and connection details for new benches and trash receptacles
- Develop specifications for the add alternate of re-roofing of the Pavilion (Community Meeting Building) and the Tennis Center office building. Including design and specification for the removal of the dormers and reframing and sheathing, including flashing and “S” Tile to match buildings in the base bid.
- Develop specifications for a Deduct Alternate for shingle roof in lieu of concrete tile roof for all re-roof of existing buildings as well as the new roof for the Kelsey Park Restroom

**COMPENSATION**

Compensation for architectural and engineering services shall be on a stipulated basis as follows:

Architectural Fee related to benches and trash receptacles	\$ 2,000.00
Architectural and Structural fees related to re-roofing of Pavilion Bldg.	\$ 1,750.00
Architectural and Structural fees related to re-roofing of Tennis Ctr. Bldg.*	\$ 1,750.00
Architectural Fee related to the Shingle Roofing Alternates (*25%)	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 8,000.00</b>

**CPZ ARCHITECTS, INC.**

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317  
200 N EL MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957  
(954) 792-8525, FAX (954) 337-0359



COMPENSATION (CONSTRUCTION ADMINISTRATION, ITEM "D" OF CONTRACT) BILLED AT HOURLY RATE.

Services during construction associated with Pavilion reroofing
Includes 2 site visits at \$500 each (4 hours @ \$125/hr)
(Allowance) \$ 1,000.00

Services during construction associated with Tennis Ctr. Bldg.
Includes 1 site visit at \$500 each (4 hours @ \$125/hr)
(Allowance)\* \$ 500.00

TOTAL \$ 1,500.00

\*Non-reimbursable from CDBG funds

TIME OF COMPLETION

A time extension for the completion of the design contract requirements which include the Scope of Work additions per Amendment No. 2, is hereby approved to be extended by 83 calendar days. The new design contract completion date is hereby established as March 23, 2016.

CONTRACT REVISION

Original Contract Amount \$ 59,000.00
Cost of Amendment No.2 \$ 9,500.00
TOTAL CONTRACT AMOUNT TO DATE \$ 68,500.00

We thank you for the opportunity to offer you these services. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.

Handwritten signature of Chris P. Zimmerman

Chris P. Zimmerman, AIA
President

Accepted on \_\_\_\_\_ 2016.

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

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



EXHIBIT "C"

Compensation for Client Approved additional architectural/engineering Construction Administration services not included above shall be computed on a per hour basis (computed in 15 minute intervals) as follows:

**CPZ Architects**

- Chris Zimmerman, Principal \$150/hr
- Erik Garcia, Project Manager \$125/hr

**Chen Moore (Civil & Landscaping):**

- Andrew Savage, Project Engineer \$110/hr
- Suzanne Dombrowski, Senior Engineer \$145/hr
- Eric Harrison, Project Landscape Architect \$110/hr
- Cristobal Betancourt, Senior Project Manager \$155/hr

**Project Caine (MEP Engineers):**

- Robert Caine, Principal \$220/hr
- Jacob Arana, Senior Engineer \$175/hr
- Beau Gallo, Project Engineer \$150/hr
- Tony Gazzia, Designer \$100/hr

**MUE (Structural Engineers):**

Shop drawing reviews

- Marcus Unterweger, Structural Engineer \$140/hr
- Ricardo Madriz, Structural Engineer \$140/hr
- Giacomo Stanghellini, Structural Engineer \$140/hr
- Yousef Ghaffari, Structural Engineer \$140/hr
- Igor Bardales, Structural Engineer \$140/hr

Structural Inspections: \$450 Fixed Fee per Inspection

**Note: The Fixed Fee for Structural Inspections includes: a site visit which includes travel time; a site visit report; and if required by the Building Department, signing and sealing of the site visit report.**