

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.

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

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

The Town Commission thereupon declared the foregoing Resolution NO. 10-03-16 duly passed and adopted this 2 day of March, 2016.

TOWN OF LAKE PARK, FLORIDA

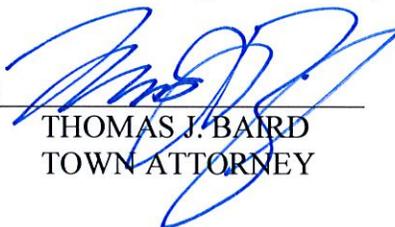
BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



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



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.

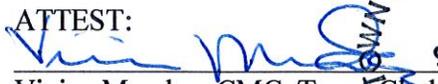
Exhibit "B" Consultant Proposal, General Conditions, January 2015, Item 3. "Outside Services", strike out narrative in entirety and replace with the following language:

"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

ATTEST: 
Vivian Mendez, CMC, Town Clerk

By: 
James DuBois, Mayor
2 day of March 2016





Public Works
Department

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

www.lakeparkflorida.gov

Approved as to form and legality

By: [Signature]
Thomas J Baird, Town Attorney
25th day of March, 2016

(CONSULTANT)

By: [Signature]
Christopher P. Zimmerman
11 day of March 2016

End of Amendment No.1



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
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

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.

Chris P. Zimmerman, AIA
President

Accepted on 3/2 2016.
By: [Signature]
Title: Mayor



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:

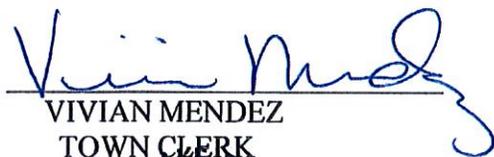
	AYE	NAY
MAYOR JAMES DUBOIS	<u>/</u>	<u>—</u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u>—</u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u>—</u>
COMMISSIONER MICHAEL O'ROURKE	<u>Absent</u>	<u>—</u>
COMMISSIONER KATHLEEN RAPOZA	<u>Absent</u>	<u>—</u>

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 but 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

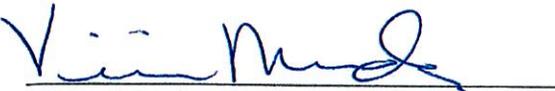
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND CPZ ARCHITECTS, INC., for ARCHITECTURAL/ENGINEERING CONSULTING SERVICES.

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 16th 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:

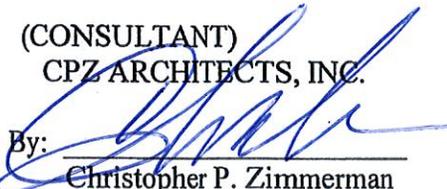

Vivian Mendez, CMC, Town Clerk

Approved as form and legality

By: 
Thomas J. Baird, Town Attorney
21ST day of October, 2015



(CONSULTANT)
CPZ ARCHITECTS, INC.

By: 
Christopher P. Zimmerman
16 day of Oct, 2015

Witness: _____
Print Name: _____

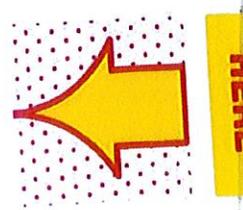


EXHIBIT "A"
REVISED SCOPE OF WORK

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

- 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 |
| TOTAL | \$36,000.00 |
| 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.

4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
200 N. E. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957
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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:

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. E. C. MAR DRIVE, SUITE 200, JENSEN BEACH, FLORIDA 34957
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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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AA# 26000685

WWW.CPZARCHITECTS.COM



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.

CPZ ARCHITECTS, INC.

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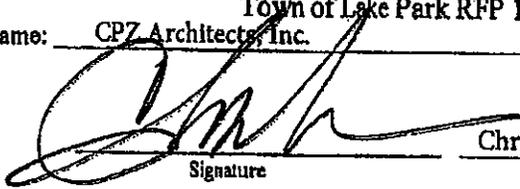
PROPOSERS INFORMATION PAGE

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

Town of Lake Park RFP 104- 2015

Company Name: CPZ Architects, Inc.

Authorized
Signature:


Signature

Chris P. Zimmerman
Print Name

Title: President

Corporate
Address:

4316 W. Broward Blvd.
Street
Plantation FL 33317
Town State Zip Code

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

Email Address: chris@cpzarchitects.com

Remit To Address:

4316 W. Broward Blvd.
Street
Plantation FL 33317
Town State 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:

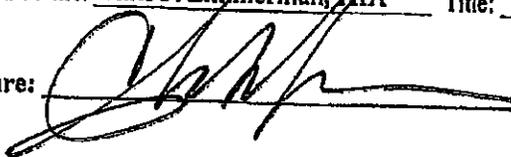
I am a officer of the Proposer firm, named below, submitting its qualifications under an RFP and am authorized to make the following Representations and Disclosures on behalf of the Proposer. I certify or affirm that to the best of my knowledge and belief, the following statements are true:

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.

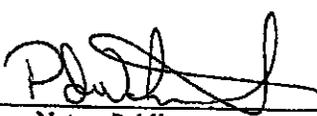
I certify or affirm that to the best of my knowledge and belief, the above 9 statements are true.

Proposer Firm: CPZ Architects, Inc.

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

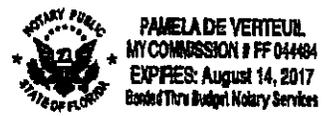
Signature: 

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:



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
(CONSULTANT)

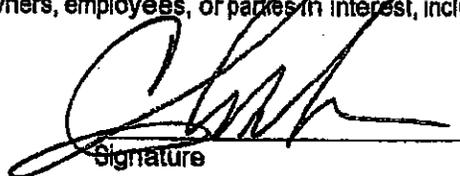
State of Florida
County of Palm Beach

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

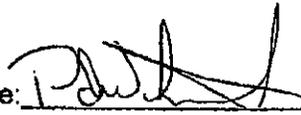
- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, 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.



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

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

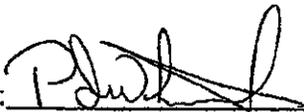
(2) I, the undersigned, hereby depose and say that no portion of the sum proposed and/or awarded in connection with the work to be performed on the above identified project will be paid to any employee of Palm Beach County or Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly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



PAMELA DE VERTEUIL
MY COMMISSION # FF 04484
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

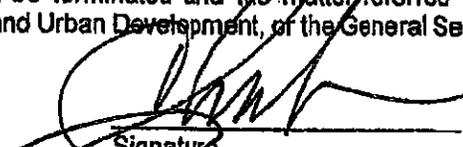
**CERTIFICATION OF ELIGIBILITY OF CONTRACTOR
(FOR CONSULTANT)**

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.

NOTARY SEAL



PAMELA DE VERTEUIL
MY COMMISSION # FF 044484
EXPIRES: August 14, 2017
Renew Through Equal 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)

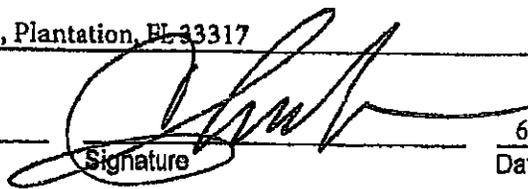
Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

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.

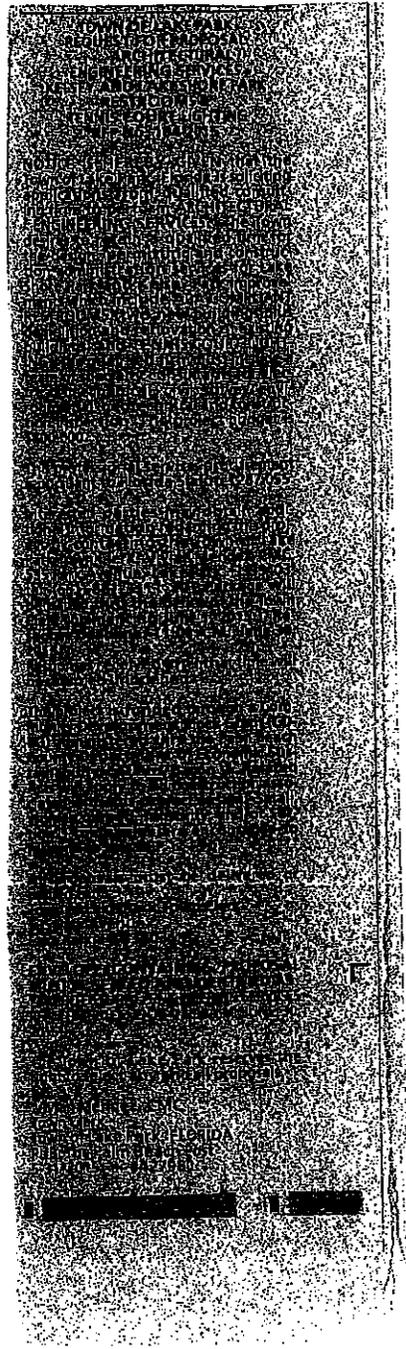
Name: CPZ Architects, Inc.

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

By: Chris P. Zimmerman, AIA
Name and Title


Signature

6/29/15
Date



Palm Beach Post, The

May 31, 2015

Miscellaneous Notices

TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
ARCHITECTURAL /
ENGINEERING SERVICES
KELSEY AND LAKESHORE PARK
RESTROOMS &
TENNIS COURT LIGHTING
RFP No. 104-2015

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to perform ARCHITECTURAL / ENGINEERING SERVICES. The Town desires to retain a qualified firm for the design, permitting and construction administration services for Lake Shore Park and Kelsey Park Improvements which include ADA COMPLIANT RESTROOMS (two new buildings plus demolition and renovation of existing buildings) and TENNIS COURT LIGHTING. The qualified firm must include a team of specialty consultants for electrical, mechanical, civil, survey, environmental, geotechnical and construction inspection. The project budget is \$400,000.

This professional services procurement is pursuant to Florida Statutes 287.055.

Interested parties may obtain additional information regarding this project by contacting the Town of Lake Park Town Clerk, Vivian Mendez, CMC, 535 Park Avenue, Lake Park, FL 33403, tel. (561) 881-3311. RFP Package will be issued thru the office of the Town Clerk commencing June 1, 2015. Response Deadline: 11:00 A.M. June 30, 2015. Responses received after that time will be returned unopened.

The project is funded through a Community Development Block Grant (CDBG) administered thru the Palm Beach County Department of Economic Sustainability. Davis-Bacon & Related Acts will apply to all construction associated with this project design. Small, women owned, minority, and/or Section 3 companies are encouraged to respond to this RFP.

All proposals must be delivered or mailed to:

Town of Lake Park Town Clerk
535 Park Avenue
Lake Park, FL 33403

ENVELOPE CONTAINING PROPOSAL MUST BE SEALED AND IDENTIFIED AS
"ARCHITECTURAL/ENGINEERING SERVICES RFP #104-2015, DUE 11:00A.M. JUNE 30, 2015

The Town of Lake Park reserves the right to reject any and all proposals.

Vivian Mendez, CMC
Town Clerk
Town of Lake Park, FLORIDA
PUB: The Palm Beach Post
5-31/ 2015 #427980