TOWN OF LAKE PARK

535 Park Ave.
Lake Park, FL. 33403

REQUEST FOR PROPOSALS
RFP No. 101

COST STUDY FOR TOWNWIDE STREET LIGHTING

Prepared by:

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Town of Lake Park RFP No. 101

Date of Advertisement: April 18, 2010

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REQUEST FOR PROPOSALS
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RFP No. 101

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting applications from qualified consulting firms to prepare a COST STUDY for a TOWNWIDE STREET LIGHTING PROGRAM. The Town desires to retain a qualified firm to review existing street lighting in residential, commercial, and light industrial areas and prepare recommendations for the cost of lighting improvements based on one or more alternatives. The recommendations will be discussed by the Town Commission and if approved the program will be placed before the Town's registered voters for a referendum in March, 2011. **Time is of the essence.**

RESPONSE PROCEDURE: Qualified firms are encouraged to submit a letter of response in hard copy and on compact disk to the Town Clerk by 11:00 A.M. local time, May 18, 2010. The Town Clerk's Office is located on the second floor of Town Hall at 535 Park Avenue, Lake Park, Florida 33403.

Letters of Response should be submitted to the Town Clerk pursuant to the above directions and shall not exceed five pages in length and must, at a minimum, include the following information:
a. Response to RFP Number 101.
b. Firms name and address of the responsible office.
c. Contact person, phone number and Internet Email Address.
d. A statement regarding qualifications of the firm.
e. Identification of any proposed subcontractors and their respective roles in the project.
f. Identification of the firm's key personnel and their proposed roles in the project (do not include resumes)

The Town intends to develop a shortlist of three qualified consulting firms who then will be invited to submit a detailed technical proposal. The Technical Proposal shall include but not be limited to the specific requirements as outlined in the Request for Proposals.

RFP Package Pickup in the office of the Town Clerk: April 19, 2010
Letter Response Deadline: 11:00 A.M. May 18, 2010
Shortlist Selection Date: June 1, 2010
Technical Proposal Submittal Deadline for Shortlisted Firms: 11:00 A.M. June 16, 2010

Respond To:
Vivian Lemley, Town Clerk Town of Lake Park, 535 Park Avenue, Lake Park, Fl. 33403 tel. (561) 881-3311.

The Town Commission reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and or services, and the right to disregard all non-conforming, non-responsive unbalanced or conditional proposals. The Town also reserves the right to accept any proposal, regardless of price if it determines it would be in the Town's best interest to do so.

_____
Vivian Mendez Lemley, Town Clerk, CMC
Town of Lake Park, FLORIDA
Published on: April 18, 2010, Palm Beach Post

TOWN OF LAKE PARK
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ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES

The Town of Lake Park is soliciting applications from qualified firms to prepare a study of the cost for a Town wide street lighting program. The Town desires to retain a qualified firm to review existing street lighting in residential, commercial and light industrial areas and prepare recommendations for lighting improvements with emphasis on costs. The firm contracted will be expected to perform the following but not limited to the below listed tasks:

1. Review the existing street lighting conditions within the Town noting Town owned and FPL owned and maintained street lights.
2. Review existing annual Town expenditures associated with street lighting.
3. Determine locations within the Town where existing FPL street lights should be maintained and supplemented with additional FPL lighting or Town owned and maintained street lighting.
4. Determine feasibility and costs associated with lighting improvements via various options available from Florida Power & Light Company.
5. Determine feasibility and costs associated with lighting improvements via lease/purchase from private firms.
6. Determine feasibility and costs associated with lighting improvements owned and maintained by the Town.
   a. Cost of infrastructure, annual maintenance and operating for Light Emitting Diode (LED) or other energy efficient lighting system with overhead wires.
   b. Cost of infrastructure and annual maintenance and operating for LED or other energy efficient lighting system with underground wires. A cost estimate should consider both conventional poles and decorative poles in both residential and commercial areas.
7. Present the various cost proposals and recommendations to the Town Commission at one or more of its Regular, Special or Workshop meetings.
8. Prepare final report with cost estimates and supporting documentation. Included as part of the report shall be an exhibit consisting of a map of the Town showing symbols and legend illustrating the anticipated general location of lights in relation to blocks and street intersections. The report shall be suitable for Town submittal to potential lenders.

Assistance with public information dissemination in advance of a voter referendum is not a part of this RFP. If requested this service shall be contracted to the firm as a separate change order.

Pursuant to the submittal of its proposal, the selected firm agrees that it in not entitled to expect future work for the design and construction phases of the street lighting project.

ARTICLE II. REQUIRED PROFESSIONAL DISCIPLINES

Consultants submitting qualifications shall include in their proposals sufficient information to clearly describe their ability to provide the services required in Article I. The proposer shall include in the Letter of Response the disciplines and capabilities available from the proposer's "in-house" staff and the disciplines and capabilities available from sub-consultants.

The proposer shall clearly identify the names and qualifications of the "core" team fulfilling the requirements of this project. The "core" team shall include a team leader, intimately familiar with the project and is also the primary contact for the project.

The Town's selection of the successful proposer will be based, in part, on the qualification and capabilities of their defined sub-consultants, which act as a substantial inducement and material consideration in the selection. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

ARTICLE III. EVALUATION CRITERIA FOR SHORT LISTING

The evaluation criteria are as follows: (Any proposal submitted shall follow the following outline in the order shown and shall be tabbed to delineate the categories and the components of the categories.)

Max. Points	**Category**
30	***Qualification and Experience of Proposer's Firm and Sub-Consultants.*** • Qualifications and experience of firm with similar projects, including sub-consultants. • Availability of qualified personnel. • Quality control systems and procedures. • Past performance records in support of local governments or other government agencies.
30	***Qualifications and Experience of Consultant's "Core Team"*** • Qualification and experience of the firm's "core team" staff and team leader. • Demonstrated environment for good "core team" communication. • Quality control procedures.
20	***Maintaining Effective communication; Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants:*** • Location of the firm(s) and proximity of key personnel. • Approach to maintaining good communication.
10	***Scheduling:*** • Willingness to meet time and budget requirements. • Recent, current and projected workload(s) of the firm.
10	***Knowledge/understanding of the Town*** • Understanding of the Town's government process. • Understanding of Town's engineering/technical capability.

- Understanding of the Town Commission's mandate to improve street lighting throughout the Town and to improve safety and quality of life for the Town's businesses and residents.

ARTICLE IV. CONTRACT FORM

Attached is a "sample" contract between the Firm and the Town. The selected Firm will be expected to execute a contract which is substantially the same as the attached sample.

ARTICLE V. SUBMISSION OF RFP PROPOSALS

PROPOSALS SHALL BE FORMATTED IN THE CATEGORY ORDER OF; ARTICLE III, EVALUATION CRITERIA, AND SPECIFICALLY ADDRESSING ALL ELEMENTS OF EACH SECTION. PROPOSALS SHALL BE TABBED AT EACH OF THE FIVE (5) EVALUATION CATEGORIES.

ARTICLE VI. PROPOSAL EVALUATION METHOD

The Town Manager of Lake Park will appoint a committee consisting of members of the Town staff and one Town Commissioner to evaluate responses and to select the most qualified responders that meet the requirements of the Town. The committee shall review all proposals and present their recommendations for short-listed firms to the Town Manager. The Town Manager will announce the firms short-listed at a Town Commission meeting. The firms short-listed will be notified the day following the Town Commission meeting.

ARTICLE VII. FINAL SELECTION METHOD

The short-listed firms would be allowed approximately nine working days to prepare and submit a technical proposal. The technical proposals would be reviewed by the Town Commission and the short-listed firms interviewed by the Town Commission via a public meeting within one month after the short-listing announcement. The Town Commission will rank the short listed firms following the interview. The Town Commission will direct the Town Manager to begin contract negotiations with the highest ranked firm. Only decisions by the Town Council shall be final.

SAMPLE

CONTRACT BETWEEN THE TOWN OF LAKE PARK
AND
.....

THIS CONTRACT, made this ____day of _____, 2010, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the "the Town" and ....., a State of ..... Corporation, FEID Number....., 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 COST STUDY FOR TOWNWIDE STREET LIGHTING under this CONTRACT; and

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

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. 101. A general Statement of Work is attached as "Exhibit A" to this CONTRACT. The TOWN reserves the right to seek the services of other consultants in work associated with RFP No. 101 or the recommendations resulting from work performed under RFP No. 101. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work beyond the services herewith contracted.

1.2 Before making any additions or deletions to the work described in the Agreement, and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplement Agreement.

1.3 In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professional 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 planning 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.

1.4 The CONSULTANT agrees to provide project schedule progress reports in a format acceptable to the Town and at intervals established by the Town. The Town will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination will be maintained by the CONSULTANT with representatives of the Town, or of other agencies interested in the project on behalf of the Town. Either party to the Agreement may request and be granted a conference.

1.5 All services will be performed by the CONSULTANT to the satisfaction of the Town Manager who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the 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 in the parties in accordance herewith.

1.6 In the event that the CONSULTANT and the Town are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by the Town, the CONSULATANT will have the right to file a claim with the Town for such additional amounts as the CONSULTANT deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the supplemental work.

1.7 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of the Town upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of such services and/or upon completion or termination if the Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and products or patent any invention developed under this agreement. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

1.8 The CONSULTANT agrees that the subcontractors identified in the "Project Organization Chart," attached hereto as Exhibit "B," and made part of this CONTRACT, shall provide services under this CONTRACT.

The services of each subcontractor are a substantial inducement and material consideration for the CONTRACT. In the event any such subcontractor can no longer provide the services required by the CONTRACT, the CONSULTANT shall immediately notify the TOWN in writing and the TOWN may elect to terminate this CONTRACT without any liability to the CONSULTANT for unfinished work product. The CONSULTANT may propose a replacement for the subcontractor, subject to the approval of the TOWN. The TOWN, in its judgment, may elect to compensate the CONSULTANT for any unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

2. TERM

2.1 The term of this CONTRACT is for a period required to complete the services required in this Agreement and any Supplemental Agreements expanding services and time. The period of performance of the work shall commence on the effective date of the Notice to Proceed and continue until the completion of all contractual obligations by the parties.

2.2 The Parties agree that time is of the essence in the performance of each and every obligation under this CONTRACT.

3. CONSIDERATION

3.1 As consideration for providing the services which shall be required by the CONTRACT and any subsequent Supplemental Agreements, the TOWN shall pay the CONSULTANT a mutually agreed upon or not to exceed lump sum dollar amount. CONSULTANT shall prepare a detailed cost proposal for the initial Agreement and any Supplements Agreements being considered to be used for negotiating purposed only, using the "Basis for Compensation Rates and Schedules," attached hereto as "Exhibit C"" and made a part of the CONTRACT. CONSULTANT shall include an outline of estimated subcontractor direct costs and travel expenses in such cost proposals.

The agreed upon not to exceed lump sum dollar amount for each Agreement or executed Supplemental Agreement shall be the exclusive basis for reimbursement to CONSULTANT and shall include all CONSULTANT'S fees and costs. The mutually agreed upon not to exceed lump sum amount shall also be the basis for time and materials based Supplemental Agreements.

3.2 CONSULTANT agrees that the paid personnel hourly rates, attached as part of "Exhibit C" attached hereto, which are to be the actual direct wage rate paid to the employees shall remain in effect for a period of one (1) year from the date of CONTRACT execution. The billable hourly rates established are a direct wage rate that has been multiplied by an overall factor of _____, which consists of a combined fringe benefits, general overhead factor and profit margin.

3.3 Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Contract by an authorized signature of CONSULTANT serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of the CONTRACT to exclude any significant sums by which the consideration for was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

The Town, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract.

4. EQUAL OPPORTUNITY

The CONSULTANT hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this CONTRACT. The CONSULTANT shall take all measures necessary to effectuate these assurances.

5. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize the CONSULTANT, for all work of this type, which may develop during the CONTRACT period. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN'S best interest.

6. INVOICING AND PAYMENT

6.1 The CONSULTANT'S invoices shall reference the TOWN'S **RFP No. 101** and be sent to the following address:

Finance Director
Town of Lake Park
535 Park Avenue
Lake Park, Fl. 33403

6.2 Invoices for fees or other compensation for services or expenses will be submitted to the Town in detail sufficient for a proper pre-audit and post-audit thereof. The Town will render approval or disapproval of services within five working days of the receipt of a written progress report unless otherwise stated in the Agreement. The progress report will be accompanied by an appropriate invoice. This appropriate invoice shall include the invoice number, RFP number or Supplemental Agreement number, purchase order number, the original value of the Agreement, the amount of work billed to date, the amount of the current invoice and the amount remaining for the agreement to be complete.

6.3 Records of costs incurred under the terms of this Agreement will be maintained and made available upon request to the TOWN at all times during the period of the Agreement and for three years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to the TOWN upon request.

6.4 The general cost principles and procedures for the negotiation and administration, and the determination or allowance of costs under this Agreement will be set forth in the Code of Federal Regulations, Titles 23, 48, 49 and other pertinent Federal and State Regulations, as applicable, with the understanding that there is no conflict between State regulations and in that the more restrictive of the applicable regulation will govern.

6.5 The TOWN shall pay the full amount of the invoices within thirty (30) days of receipt and acceptance of the work by the project manager, provided the CONSULTANT has performed the work according to the terms and conditions of the CONTRACT.

6.6 Except for issues arising from contract indemnification provisions, the TOWN will have the right to retain out of any payment due the CONSULTANT under this Agreement an amount sufficient to satisfy any amount due and owing to the TOWN by the CONSULTANT on

any other Agreement between the CONSULTANT and the TOWN. The TOWN may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Agreement or any other Agreement between the CONSULTANT and the TOWN as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and. upon cure, the TOWN will have the right to retain an amount equal to the damages suffered as a result of the default.

7. INDEMNIFICATION AND INSURANCE

7.1 For Ten Dollars ($10.00) consideration, the sufficiency of which is acknowledged, payable as part of and included in the first payment hereunder, the CONSULTANT shall indemnify, save, and hold the TOWN, harmless from any claims or causes of action to the fullest extent possible pursuant to Section 725.08, Florida Statutes resulting from any negligent act or omission, or the violation of any federal, state, or local law.

7.2 The CONSULTANT shall procure and maintain, through the term of this CONTRACT, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the attached "Exhibit D," and made a part of this CONTRACT. The insurance limits and coverage conditions identified require first dollar coverage except for Auto Property Damage. All deductibles will require prior written approval by the TOWN. The TOWN shall be named as an "additional insured" under the General and Automobile insurance. The coverage required shall extend to all employees and subcontractors of the CONSULTANT.

The CONSULTANT shall provide the TOWN insurance certificates, as proof of insurance prior to the commencement of any performance by the CONSULTANT. The CONSULTANT shall notify the TOWN at least thirty (30) days prior to cancellation or modification of any insurance policy and certificate required under this CONTRACT. The failure to provide the TOWN with proof of insurance, or the cancellation of any insurance policy during the term of this CONTRACT shall be cause for the TOWN'S termination of the CONTRACT.

8. TERMINATION/REMEDIES

8.1 If the TOWN fails to fulfill its obligations under the CONTRACT in a timely and proper manner, the CONSULTANT shall have the right to terminate this CONTRACT; however, prior to the CONTRACT'S termination, the CONSULTANT shall provide written notice of any deficiency to the TOWN. The TOWN shall then have ten (10) calendar days from receipt of notice to correct the deficiency. If the TOWN fails to correct the deficiency within this time, the CONTRACT shall terminate at the expiration of the ten (10) day time period.

8.2 The TOWN may terminate the performance of work under this CONTRACT in accordance with this clause in whole, or from time to time in part, whenever the TOWN shall determine that such termination is in the best interest of the TOWN. Any such termination shall be effected by the delivery to the CONSULTANT of a written Notice of Termination specifying the extent to which performance of work under the CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination, the TOWN shall compensate the CONSULTANT for all authorized and accepted work performed through the termination date. The TOWN shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages under this CONTRACT. The TOWN may withhold all payments to the CONSULTANT for such work until such time as the TOWN determines the exact amount due to the CONSULTANT.

8.3 The TOWN reserves the right to cancel and terminate this AGREEMENT in the event the CONSULTANT or any employee or agent of the CONSULTANT is convicted for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of the TOWN, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans specifications, computer files, maps, and data prepared or obtained under this Agreement will immediately be turned over to the TOWN. The TOWN reserves the right to terminate or cancel this Agreement in the event the consultant will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors, The TOWN further reserves the right to suspend the qualifications of the CONSULTANT to do business with the TOWN upon any such conviction.

8.4 If either party initiates legal action, including appeals, to enforce this contract, the prevailing party shall be entitled to recover and attorney's fee.

8.5 In the event a dispute arises which both parties cannot resolve between themselves, the parties may agree to submit the dispute to non-binding mediations. The mediator or mediators shall be certified mediators and shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential the extent permitted by law.

9. STANDARDS OR COMPLIANCE

9.1 The CONSULTANT, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise the CONSULTANT, upon request, as to any such laws of which it has present knowledge.

9.2 The CONSULTANT, by its execution of this CONTRACT, acknowledges and attests that neither the employees of CONSULTANT nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the TOWN, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than thirty-six (36) months has passed since any such person, entity or affiliate was place on a convicted vendor list. The CONSULTANT further understands and acknowledges, by its execution of this CONTRACT, that this CONTRACT shall be null and void, and/or that this CONTRACT is subject to immediate termination by the TOWN, for any misstatement or lack of compliance with the mandates of said statute. The TOWN, in the event of such termination, shall not incur any liability to the CONSULTANT for any work or materials furnished.

9.3 The CONSULTANT shall not be exempted from paying Florida sales and use taxes to the appropriate government agencies or for payment by the CONSULTANT to suppliers for taxes on materials used to fulfill its contractual obligation with the TOWN. The CONSULTANT shall be responsible and liable for the payment of all of its FICA/ Social Security and other taxes resulting from this CONTRACT.

9.4 Pursuant to Section 287.055(6), Florida Statutes, the CONSULTANT warrants that it has not employed or retained any person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT. Further the CONSULTANT warrants that he has not paid or agreed to pay any person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT. For breach of this provision, the TOWN may terminate this CONTRACT without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

9.5 All final plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation which may change from time to time.

9.6 In the event that an Agreement or Supplemental agreement is issued for work which is funded or partially funded by a grant from the Federal Government, the CONSULTANT agrees to comply with the provisions contained by "Exhibit E," Terms for Federal Aid Contracts.

10. RELATIONSHIP BETWEEN THE PARTIES

10.0 The CONSULTANT is an independent contractor and is not an employee or agent of the TOWN. Nothing in the CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN and the CONSULTANT, its employees, agents, subcontractors, or assigns, during or after the performance of this CONTRACT. The CONSULTANT is free to provide similar services for others.

10.2 The CONSULTANT shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment is violation of the provision shall be void.

10.3 The CONSULTANT shall not pledge the TOWN'S credit or make the TOWN a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

11. RECORDS RETENTION/OWNERSHIP/AUDIT

11.1 The CONSULTANT understands that all documents produced by CONSULTANT pursuant to the CONTRACT may be public records and CONSULTANT may have an obligation to permit the inspection and copying of all public records and may have an obligation to maintain all public records pursuant to Chapter119, Florida Statutes. The CONSULTANT shall indemnify and hold the TOWN harmless from any demands, claims, actions, or lawsuits of any kind regarding the CONSULTANT'S failure to comply with Chapter 119, F.S. related to public records. The CONSULTANT shall permit the TOWN or its designated agent to inspect all records maintained by CONSULTANT which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.

11.2 The TOWN has not performed a pre-audit of the CONSULTANT'S or subcontractor's financial and/or accounting records to verify actual or average direct labor payroll rates or verity the general overhead factor and profit margin. However, the CONSULTANT Shall permit the TOWN or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the TOWN shall have the right to audit the CONSULTANT'S and subcontractor's financial and accounting records, in accordance with generally accepted governmental auditing standards, within a period of one (1) year after completion of the CONTRACT. This audit may be performed by the TOWN or a designated agency.

11.3 All documents, including, but not limited to, technical reports, research notes, scientific data and computer programs in draft and final form including the source code and object code, which are developed by the CONSULTANT in connection with this CONTRACT, may be utilized by the TOWN in its normal course of business. TOWN use may include, but shall not be limited to, reproduction, distribution and preparation of derivative works. The TOWN will not hold the CONSULTANT responsible if documents are used for purposes other than intended.

12. CONFLICTS

The TOWN recognizes and acknowledges that the CONSULTANT is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the TOWN recognizes and acknowledges that the CONSULTANT may presently, or may in the future, represent clients who are or may be doing business in or with the TOWN. The TOWN agrees that the CONSULTANT may perform services for clients who are or may have matters before the TOWN Council, provided CONSULTANT discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the TOWN Council for its consideration and, provided further, that the Town Council waives the actual or potential conflict or interest created by the CONSULTANT'S representation.

13. GENERAL PROVISIONS

13.1 Notwithstanding any provisions of this CONTRACT to the contrary, the parties shall not be held liable for any failure or delay in the performance of this CONTRACT that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Failure to perform shall be excused during the continuance of such circumstances, but the TOWN shall have the option of terminating this CONTRACT or electing to allow the CONTRACT to remain in effect. This provision shall not apply if the "Statement of Work" of this CONTRACT specifies that performance by CONSULTANT is specifically required during the occurrence of any of the events herein mentioned.

13.2 The laws of the State of Florida shall govern all aspects of the CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

13.3 In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

13.4 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this CONTRACT by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this CONTRACT. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this CONTRACT specifically referred to therein and shall be not deemed a waiver of any other provisions. No waiver shall constitute a continuing waiver unless the writing states otherwise.

13.5 All words used herein the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

13.6 Should any term or provision of the CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law.

13.7 This CONTRACT may be amended, extended, or renewed only with the written approval of the parties.

13.8 This CONTRACT states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. The CONSULTANT recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing and signed by an authorized TOWN representative. This Contract shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this CONTRACT on the date first written.

ATTEST:

_____
Vivian Lemley, Town Clerk

TOWN OF LAKE PARK

By: _____
Desca DuBois, Mayor

(TOWN SEAL)

Approved as to form and legal sufficiency

By: _____
Thomas J. Baird, Town Attorney

CONTRACTOR:

By: _____

EXHIBIT A

STATEMENT OF WORK

I. Introduction: The Lake Park Town Commission has resolved to pursue improved street lighting within the Town. The Commission has directed the Town Manager to pursue a cost study for Town wide street lighting. The Town shall enter into a contract with a selected firm to review existing FPL lighting costs and prepare a report with emphasis on various options to the Town for improved street lighting.

II. Scope of Services:

To be developed when CONSULTANT is selected but generally following the description of ARTICLE I.

III. Work Authorization: Work negotiated to be performed beyond the scope of services in the AGREEMENT will be termed SUPPLEMENTAL AGREEMENT and shall be authorized by written sequentially numbered "Supplemental Agreement" to the CONTRACT. The AGREEMENT AND SUPPLEMENTAL AGREEMENT(S) shall each be accompanied by a Town issued purchase order prior to commencement of services.

IV. Deliverables: A list of deliverables shall be submitted as detailed in the scope of professional services for the AGREEMENT and each SUPPLEMENTAL AGREEMENT. The deliverances shall be submitted on or before the date provided in the schedule.

EXHIBIT B

PROJECT ORGANIZATION CHART

EXHIBIT C

BASIS FOR COMPENSATION RATES AND SCHEDULES

The TOWN shall pay to the CONSULTANT for providing and performing services set forth in the AGREEMENT and SUPPLEMENTAL AGREEMENT as follows:

The basis of compensation shall be Direct labor cost times a Multiplier of ___. Reimbursement for subcontractors will be billed at cost times _____. All non-project related clerical and CADD costs are considered to be included in the overhead. In addition to compensation for labor, the TOWN agrees to reimburse the CONSULTANT for direct scope of work expenses as follows:

> Expenses not included in the multiplier above will be estimated for each agreement or supplemental agreement and submitted for reimbursement with the appropriate supporting documentation to reflect that the expense was incurred in support of the scope of work or a fixed price reimbursement cost negotiated for each work order based on a detailed estimated breakdown or reimbursable expenses. A fixed percentage of direct labor cost shall not be used.

Notwithstanding the foregoing, the compensation paid by the TOWN to the CONSULTANT for labor and expenses shall not exceed the Not-to-exceed price set forth in the AGREEMENT or SUPPLEMENTAL AGREEMENT.

FREQUENCY OF BILLING

Invoicing shall be submitted to the TOWN on a monthly basis, or on the basis of "deliverables", in accordance with the Contract Agreement.

SUPPLEMENTAL RECORDS

The CONSULTANT must maintain adequately detailed time records for all principals, partners, and technical employees who devote time to the work, and any part of whose salaries is included in direct labor costs. Time sheets, if requested by the TOWN, are to be provided upon presentation of each invoice. Receipts and other documents shall be provided to the TOWN to substantiate all expenditures.

DIRECT LABOR RATES FOR ALL EMPLOYEES EXPECTED TO WORK ON THIS PROJECT (provided by CONSULTANT)

Name	Title	Direct Labor Rate

EXHIBIT D

INSURANCE REQUIREMENTS

The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage's in the amount set forth hereafter.

1. WORKER'S COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. The policy shall include Employer's Liability. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and subcontractor. Statue limits shall be in compliance with applicable State and Federal laws.

2. COMPREHENSIVE GENERAL LIABILITY: Shall have the minimum limits of $500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations, Independent CONSULTANTS, Products and Completed Operations, Broad Form Property/Personal Injury, XCU coverage, and a Contractual Liability Endorsement.

3. BUSINESS AUTO LIABILITY: Shall have the minimum limits of coverage of $500,000 Per Occurrence, Combined Single Limit for Bodily Injury and Property Damage Liability. This shall be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-ownership Coverage.

4. PROFESSINAL LIABILITY: Insurance and Indemnification – The CONSULTANT shall maintain Professional Liability Insurance covering the CONSULTANT for sums which the CONSULTANT shall become legally obligated to pay as damages because of liability arising out of any negligence, error or mistake in rendering or omission in failing to render the professional services required in the performance of the CONSULTANT'S agreement wit the TOWN. Required coverage shall be for Limits of Liability not less than $1,000,000.00.

The Town of Lake Park shall be included as an Additional Insured under the General Liability and Automobile Liability policies.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the AGREEMENT. There shall be a thirty (30) day notification to the Town of Lake Park, 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. Certificates of insurance shall be on file with the Town of Lake Park, and approved by same prior to the commencement of any work activities. Such approval does not waive the CONSULTANT'S responsibility to comply with the requirements of this section on modifications of this section. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of its insurance policy (s).

EXHIBIT E

TERMS FOR FEDERAL AID CONTRACTS

The following terms apply to all Agreement or Supplemental Agreements negotiated and approved based on the services being funded or partially funded by federal funds:

A. It is understood and agreed that all rights of the TOWN relating to inspection, review, approval, patents, copyrights, and audit for the work, tracing, plans, specification, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the Unite States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T. and/or U.S.D.O.J., anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The CONSULTANT shall comply with the regulations of the TOWN relative to nondiscrimination in federally-assisted programs (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

D. Nondiscrimination: The CONSULTANT, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations made by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of material and leases of equipment, each potential subcontractor, supplier or lessor shall be notified by a CONSULTANT of the CONSULTANT'S obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TOWN or U.S.D.O.T. or U.S.D.O.J. to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required to the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the TOWN, and shall set forth what efforts it has made to obtain the information.

G. Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the TOWN shall impose such contract sanctions as it or that may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or;

2. Cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The CONSULTANT will include the provisions of Paragraph A through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the TOWN may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the State to enter in such litigation to protect the interest of the State, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

I. Interest of Members of Congress: No members of or delegates to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in the contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Minority Business Enterprises: The CONSULTANT shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the CONSULTANT and any subconsultant or contractor.

1. MBE Participation: Minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 applies to this agreement.

2. "MBE Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contacts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally aided contracts."

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the consultant at any time learn that the certification it provided the TOWN in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the TOWN. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

N. The TOWN hereby certifies that neither the consultant nor the CONSULTANT'S representative has been required by the TOWN, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. Employ or retain, or agree to employ or retain, any firm or person, or

2. Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The TOWN further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contactor) to solicit or secure this contract;
2. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or;
3. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the TOWN in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

N

Dated: 10-14-2008

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Town of Lake Park

Legend

- Energy
- Full
- ⊕ Add
- ✳ Deletion
- Lake Park Franchise

0 0.25 0.5 1 Miles

LSS Lighting Support Services Survey Group

FPL