



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, October 21, 2020,
Immediately Following the
Special Call
Community Redevelopment Agency
Board Meeting
Commission Chamber, Town Hall
535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
Erin T. Flaherty	—	Commissioner
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
<hr/>		
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	Town Clerk

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

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

B. **PLEDGE OF ALLEGIANCE**

C. **SPECIAL PRESENTATION/REPORT:**

None

D. **PUBLIC COMMENT:**

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

E. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. October 7, 2020 Regular Commission Meeting Minutes Tab 1
2. Resolution 73-10-20 Approving the Submission and Authorizing the Mayor To Sign the Library's Annual State Aid to Libraries Grant Agreement. Tab 2
3. Resolution 74-10-20 Authorizing and Directing the Mayor to sign an Agreement with West Construction, Inc. for the Design and Construction of a Parking Lot on the Community Redevelopment Agency (CRA) Property located off Foresteria Drive behind the 700 Block of Park Avenue. Tab 3

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

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

H. **NEW BUSINESS:**
4. Resolution 75-10-20 Award of Contract for Building Official Services. Tab 4

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

J. **TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:**

K. **REQUEST FOR FUTURE AGENDA ITEMS:**

L. **ADJOURNMENT:**

Next Scheduled Regular Commission Meeting will be held on November 4, 2020

Special Presentations /Reports

Consent Agenda

TAB 1



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 8, 2020

Agenda Item No. Tab 1

Agenda Title: October 7, 2020 Regular Commission Meeting Minutes.

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

Approved by Town Manager *[Signature]* **Date:** 10-14-2020

Shaquita Edwards 10/8/20

Shaquita Edwards, MPA, MMC

Originating Department: <p style="text-align: center;">Town Clerk</p>	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: -Minutes -Exhibit "A-B"
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <i>S.E.</i> Please initial one.

Recommended Motion: To approve the October 7, 2020 Regular Commission Meeting Minutes.



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting Minutes
Wednesday, October 7, 2020, 6:35 PM
535 Park Avenue, Lake Park, Florida 33403**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, October 7, 2020 at 6:35 p.m. Present were Mayor Michael O'Rourke, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, John Linden, Roger Michaud, Town Manager John D'Agostino, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor O'Rourke led the pledge of allegiance.

SPECIAL PRESENTATION/REPORT:

1. Presentation of the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended 9/30/2019.

Mr. Terry Morton of Nowlen, Holt & Miner, P.A. presented the CAFR. Mayor O'Rourke thanked Mr. Morton for his presentation.

2. Proclamation for Howard H. Butts, Employee of the Year for 2019.

Mayor O'Rourke presented the Proclamation, Mr. Butts thanked the Mayor and the Town of Lake Park.

3. Proclamation in Honor of the 100th Anniversary of the 19th Amendment to the United States Constitution.

4. Proclamation Recognizing September 17-23, 2020 as Constitution Week.

Mayor O'Rourke presented the Proclamations, Ms. Earle thanked the Mayor and the Town of Lake Park.

5. Proclamation Recognizing October 11-17, 2020 as Mediation Week.

Mayor O'Rourke read the proclamation for the record.

6. Presentation by the Nautilus Development Team for the Repurposing of Lake Shore Park – Informational Only.

Mr. Brian Terry, of Nautilus presented to the Commission (see Exhibit "A"). A brief discussion ensued regarding the repurposing concepts. Vice-Mayor Glas-Castro expressed concerns regarding commercialization of Lake Shore Park. Mayor O'Rourke explained that future workshops would take place for further discussion. The Commission thanked Mr. Terry for his presentation.

PUBLIC COMMENT:

None

CONSENT AGENDA:

- 7. September 14, 2020 First Public Budget Hearing Meeting Minutes.**
- 8. September 16, 2020 Regular Commission Meeting Minutes.**
- 9. September 23, 2020 Final Public Budget Hearing Meeting Minutes**
- 10. Approval of Replacement of the Library Air Conditioning Unit**
- 11. Resolution 67-10-20 Recognizing Florida City Government Week, October 19-25, 2020.**
- 12. Resolution 68-10-20 Authorizing and Directing the Mayor to Execute Amendment Three to Interlocal Agreement between Palm Beach County and the Town of Lake Park.**

Motion: Commissioner Flaherty moved to approve the Consent Agenda; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

NEW BUSINESS:

13. Public Improvement Fund Discussion.

Town Manager D'Agostino explained the item. Vice-Mayor Glas-Castro suggested to schedule a public informational/input session. Town Manager D'Agostino explained that the Town planned to schedule a Public Workshop to discuss the disbursement/prioritization of the Public Improvement Fund Balance.

Motion: Vice-Mayor Glas-Castro moved to approve the allocation of \$180,000 towards the Profession Public-Private Partnership (P3) Contract; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

14. Resolution 52-10-20 Authorizing and Directing the Mayor to Execute a Contract with Strategic Development Initiatives, Inc. for Professional Public-Private (P3) Consulting Services Associated with the Redevelopment of the Lake Park Harbor Marina.

Town Manager D’Agostino explained the item. Mayor O’Rourke questioned if the Town had received approval from Palm Beach County. Town Manager D’Agostino answered, “Yes” and referred to agenda item number twelve, Resolution 68-10-20. Vice-Mayor Glas-Castro questioned if the project timeline required an extension. Mr. Don Delaney, President of SDI explained that the timeline would need to be expedited to achieve completion as previously scheduled.

Motion: Commissioner Michaud moved to approve Resolution 52-10-20; Commissioner Flaherty seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O’Rourke	X		

Motion passed 5-0.

15. Resolution 69-10-20 Authorizing and Directing the Mayor to Execute an Extension of the Town’s Contract with Hy-Byrd, Inc. for Building Official/Inspection Services.

Town Manager D’Agostino requested to remove Resolution 69-10-20 from the agenda. He explained that a recommendation would be provided to the Commission at the Regular Commission Meeting of October 21, 2020.

16. Resolution 70-10-20 to Approve Work Authorization for Water Resource Management Associates (WRMA) for Work Required to Assess the Current Condition of the Southern Outfall Pipe System and Assess the Increasing Impact of Sea Level Rise and Other Factors on the Pipe.

Town Manager D’Agostino welcomed Mr. Raul Mercado of WRMA to explain the item.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution 70-10-20; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		

Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

17. Resolution 71-10-20 Authorizing and Directing the Town Manager to Sign the Work Authorization for Water Resource Management Associates, Inc. (WRMA) to Assess the Current Condition of the Southern Outfall Pipe System and Engineer and Design a Plan to Replace the Old Existing Pipe.

Mr. Raul Mercado of WRMA to explained the item. Discussion ensued regarding the next steps of the process. He explained that the purpose of the discussion was to authorize a work authorization for WRMA to create the plan required to execute the proposed project. He suggested to close or limit travel along the project route. Michel Abdelmessih, Town Project Manager explained that the Town was in the process of acquiring temporary signange for the road closure. Breif discussion ensued regarding the budget, and possible grant funds. Town Manager D'Agostino questioned if the Commission desired to close all or a portion of the road. Town Attorney Baird explained that the Design Professionals would determine the road closure.

Motion: Vice-Mayor Glas-Castro moved to approve Resolution 71-10-20; Commissioner Michaud seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner Linden	X		
Commissioner Michaud	X		
Vice-Mayor Glas-Castro	X		
Mayor O'Rourke	X		

Motion passed 5-0.

18. Schedule the Follow-up Accessory Dwelling Units Public Workshop Date.

The Accessory Dwelling Units Public Workshop was scheduled for December 16, 2020 at 6:00 p.m.

PUBLIC COMMENT: None

FUTURE AGENDA SUGGESTIONS: Commissioner Linden suggested discussion of the commercial parking Ordinance. Discussion ensued regarding the suggestion. Town Manager D'Agostino suggested an administrative review of the Ordinance with Community Development Director Nadia DiTommaso and Captain Thomas Gendreau of the Palm Beach County Sheriff's Office. He explained that if necessary, issues would be addressed, and the Commission would be informed.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird provided an update regarding the Palm Beach County Housing and Public Accommodations Ordinance. He explained that he previously recommended that the Town opt-out of the Ordinance due to five pending lawsuit claims against the Town. He explained that Judge Rand Hoch suggested that the Town adopt the Ordinance similar to the Town of Juno Beach (see Exhibit "B"). Discussion ensued regarding available options. He requested direction from the Commission. Mayor O'Rourke suggested that Town Attorney Baird draft an Ordinance inclusive of Civil Rights but not the definition of family. Per Consensus, Town Attorney Baird was directed to proceed with the suggestion of Mayor O'Rourke.

Town Manager D'Agostino announced the following comments within Exhibit "C". Commissioner Linden volunteered for the role of Santa for the future Santa's Magic Sleigh Ride Event.

Commissioner Linden suggested that residents visit the new Gastro Pub on Park Avenue.

Commissioner Michaud had no comments

Commissioner Flaherty questioned how the Town planned to accommodate members of the public should the Town exceed the maximum capacity of 14 at public meetings with adherence to CDC Regulations. Town Manager D'Agostino explained that he and Hoa Hoang, Town Information Chief of Technology were exploring alternatives to accommodate additional members of the public. He informed that he only requested the attendance of Department Heads if they had items on the agenda. Town Clerk Mendez explained that a speaker was located outside at the north entrance of the Commission Chamber. Michel Abdelmissh, Town Project Manager suggested the Live-Streaming of Public Meetings.

Vice-Mayor Glas-Castro announced the September 29, 2020 presentation of the Northern Chamber to the Executive Committee of the Intergovernmental Program.

Mayor O'Rourke had no comments.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Michaud and seconded by Commissioner Linden, and by unanimous vote, the meeting adjourned at 9:37 p.m.

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Shaquita Edwards, MPA, MMC

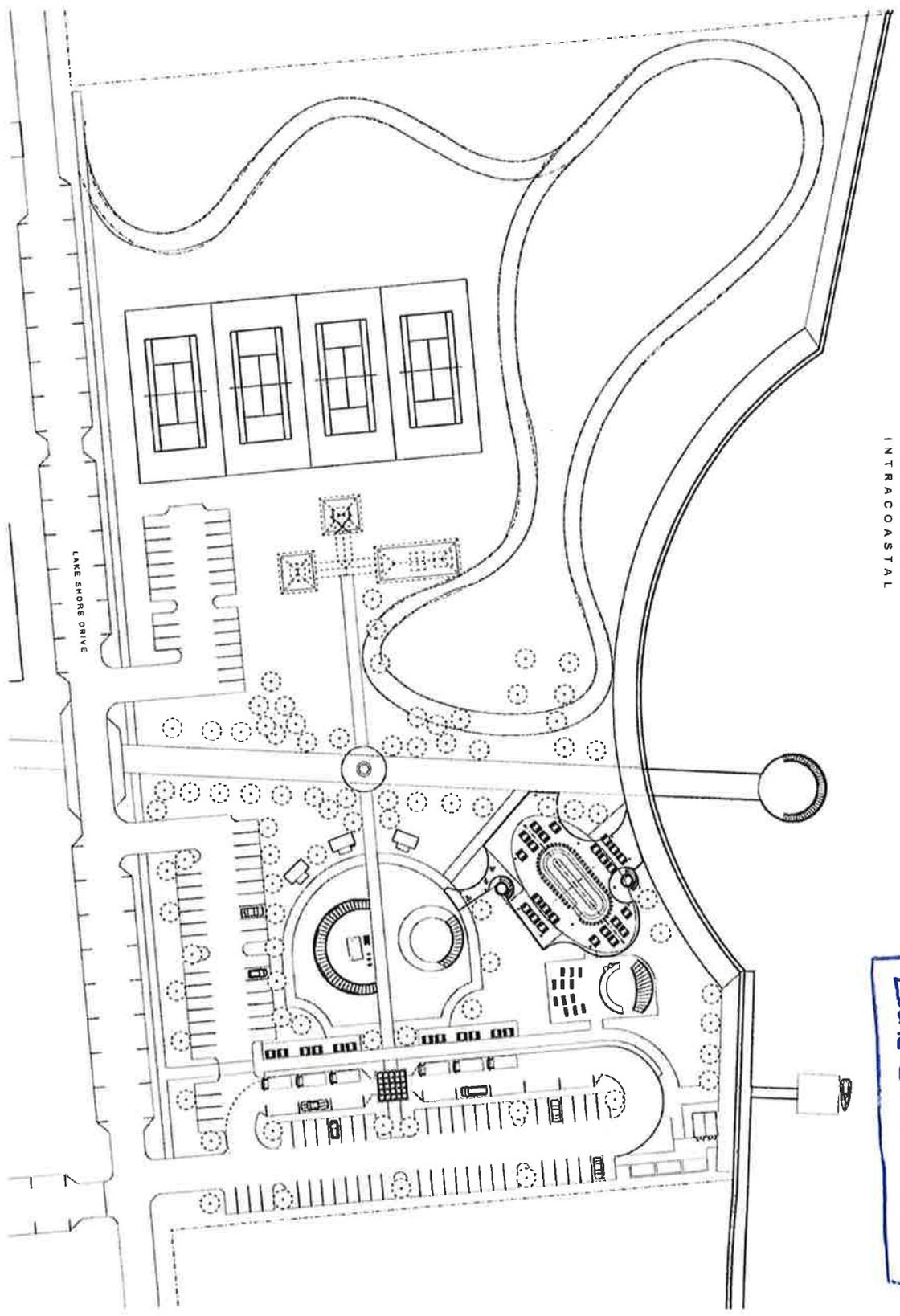
Town Seal

Approved on this _____ of _____, 2020

Exhibit "A"

Lake Shore Park

INTRACOSTAL



R21 Architecture
1800 SW 12 Avenue, Suite 507
Miami, Florida 33175
T: 786.762.2019, Email: info@r21arch.com
www.r21-arch.com / 1452826510
March 4, 2020

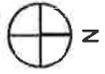


OVERALL SITE PLAN
SCALE: 1/8" = 1'-0"

SITE PLAN
STUDY
SP-1



RD Architects
 1800 SW 14 Avenue, Suite 407
 Miami, Florida 33129
 T: 785 762 2676, Email: info@rd-architect.com
 www.rd-architect.com / A428262519
 March 4, 2020



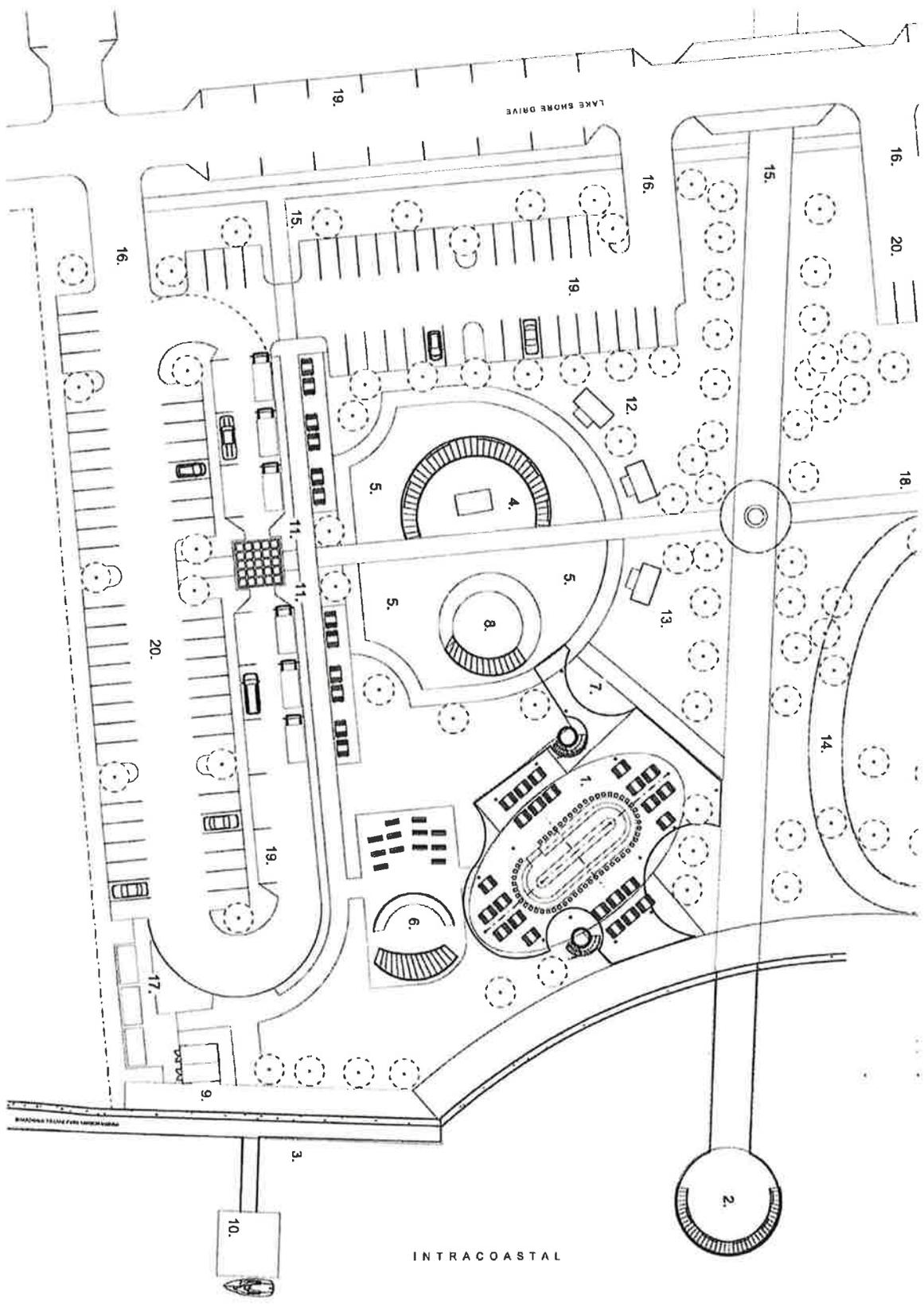
Site Plan

SCALE: 1" = 40'

LEGEND:

- 1. BAR PAVILION
- 2. FISHING PIER
- 3. BOARDWALK
- 4. KIDS PLAYGROUND
- 5. SEASIDE AREA
- 6. LIVE MUSIC STAGE
- 7. FAMILY GAMES
- 8. SPLASH PAD
- 9. WATER SPORTS KIOSK
- 10. FLOATING DOCK
- 11. FOOD TRUCKS
- 12. ICE CREAM KIOSK
- 13. SMOOTHIES KIOSK
- 14. RUNNING TRAIL
- 15. PARK GATES
- 16. PARKING GATES
- 17. NEW PUBLIC RESTROOMS
- 18. EXISTING RESTROOMS
- 19. NEW PARKING
- 20. EXISTING PARKING

INTRACOASTAL



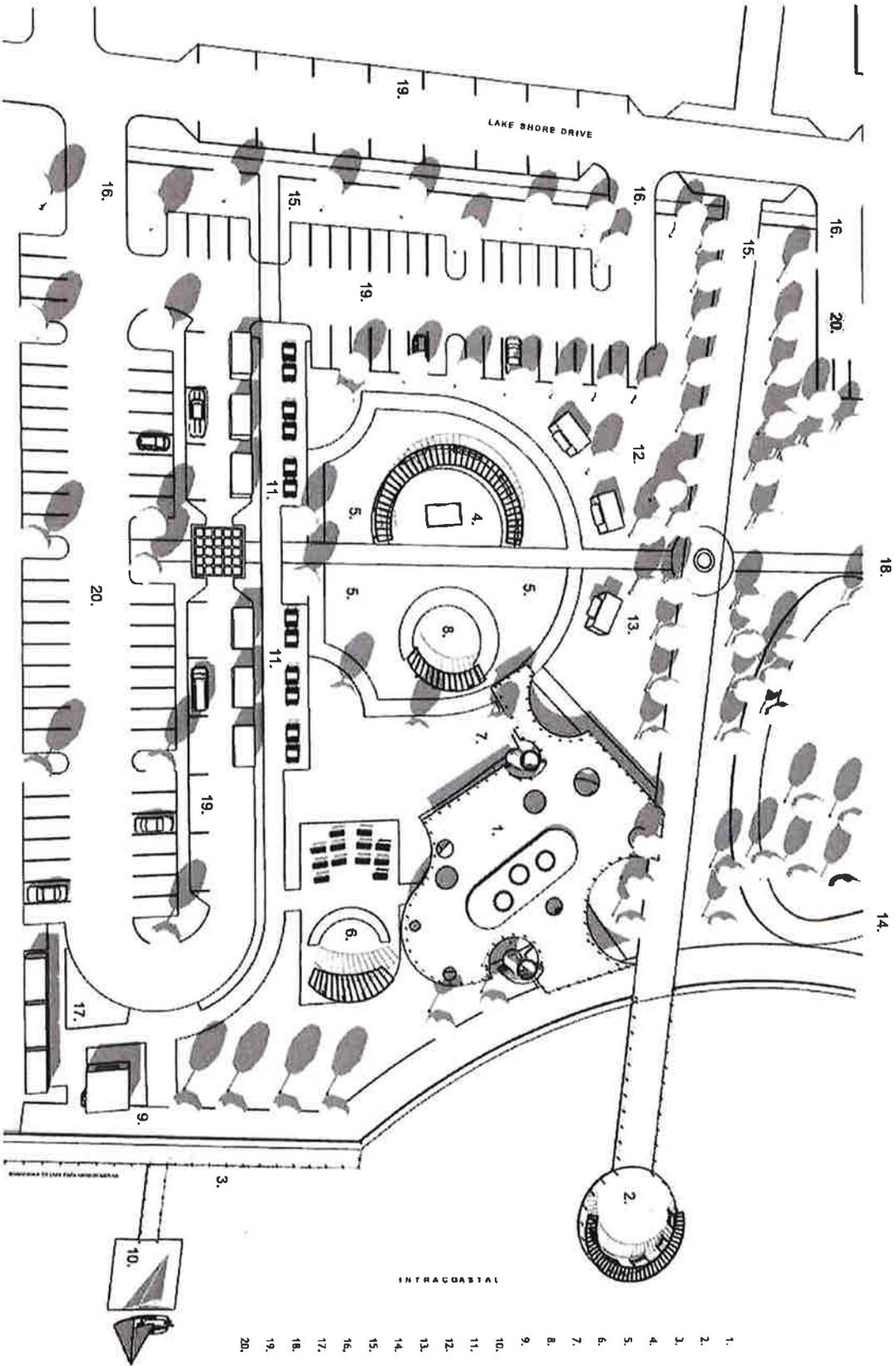
SITE PLAN STUDY SP-2



RJA Architects
 1900 SW 1st Avenue, Suite 407
 Miami, Florida 33139
 T: 786.762.2878 Email: rja@rja-architect.com
 www.rja-architect.com / AA32828519

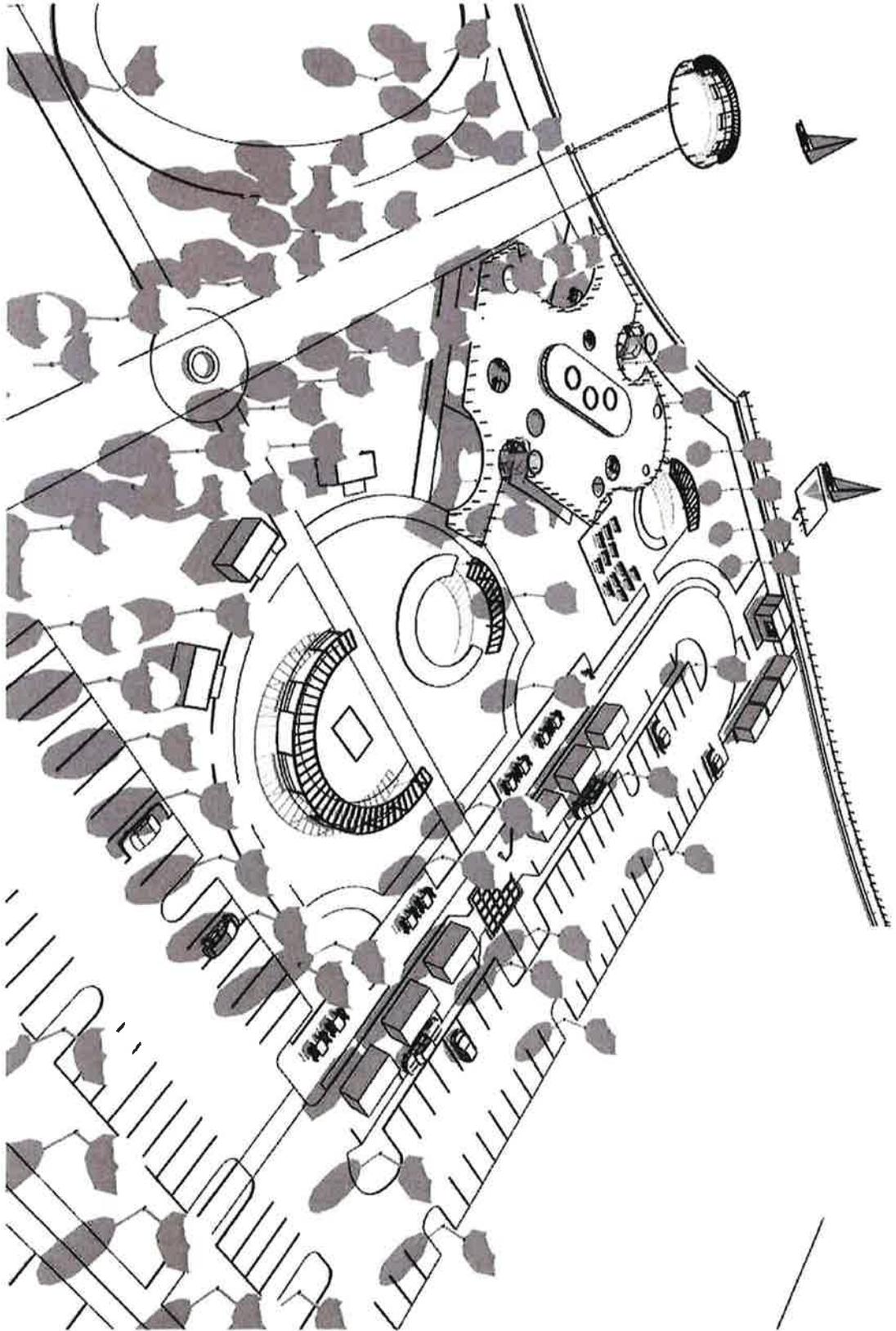
March 4, 2020

- LEGEND:**
- 1. BAR PAVILION
 - 2. FISHING PIER
 - 3. BOARDWALK
 - 4. KIDS PLAYGROUND
 - 5. SEESAW AREA
 - 6. LIVE MUSIC STAGE
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 - 14. RUNNING TRAIL
 - 15. PARK GATES
 - 16. PARKING GATES
 - 17. NEW PUBLIC RESTROOMS
 - 18. EXISTING RESTROOMS
 - 19. NEW PARKING
 - 20. EXISTING PARKING



Generic Perspective (3)

Generic Perspective (4)



R219 Architects
1800 SW 1st Avenue, Suite 807
Miami, Florida 33129
T: 786.762.2676, Email: info@r219.com
www.r219.com / AAS202319
March 4, 2020

SITE PLAN
STUDY
SP-4



Perspective View



RD Architects
1500 SW 14 Avenue, Suite 607
Miami, Florida 33173
T: 786.762.2873, Email: info@rd-arch.com
www.rd-arch.com / 4425802510
March 4, 2020

SITE PLAN
STUDY
SP-5



Bird View

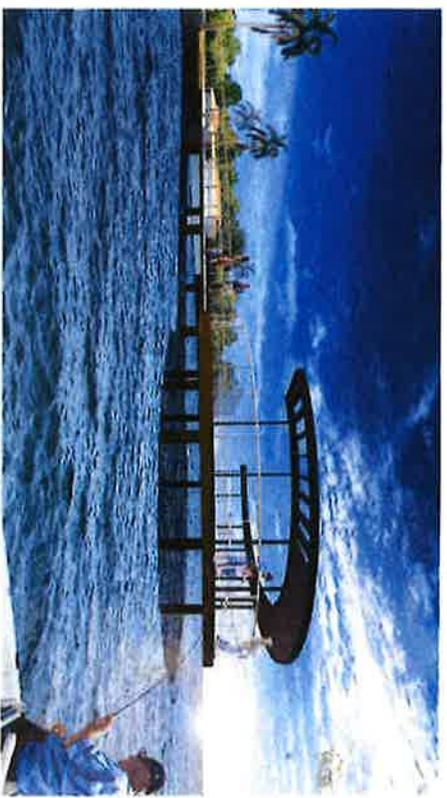


R2 Architecture
1800 SW 14 Avenue, Suite 407
Miami, Florida 33175
T: 786 732 2072 Email: info@r2a-arch.com
www.r2a-arch.com / A43262570
March 4, 2020

SITE PLAN
STUDY
SP-6



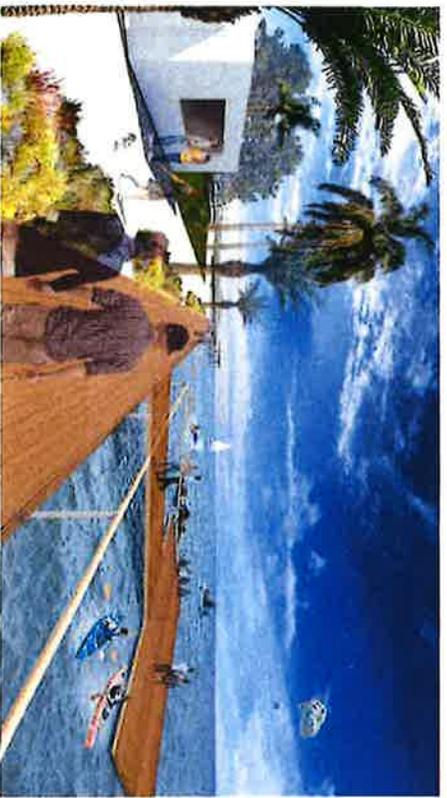
RD Architects
1800 SW 1st Avenue, Suite 607
Miami, Florida 33135
T: 786.762.2872, Email: info@rd-arch.com
www.rd-arch.com / A472602310
March 4, 2020



Fishing Pier & Belvedere Structure



Live Music Performance Stage



Boardwalk, Floating Dock & Canoe Rental Kiosk



Ice Cream & Smoothies Kiosks

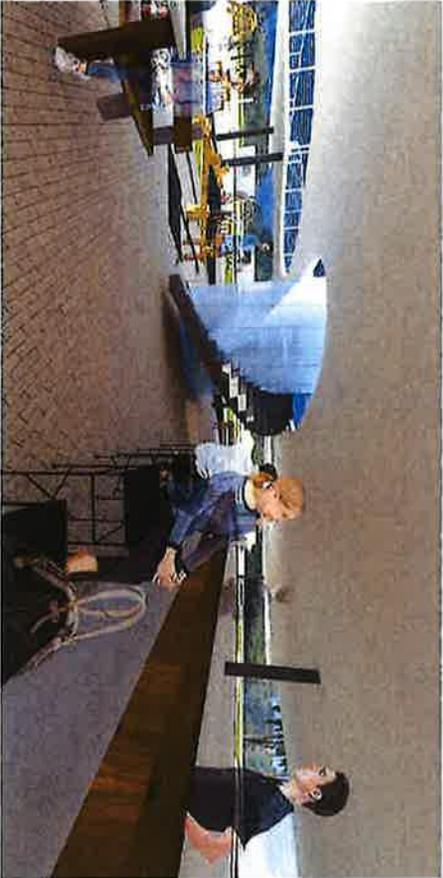


R2|a Architects
1800 SW 1st Avenue, Suite 607
Miami, Florida 33139
T: 785.762.2076, Email: info@r2a.com
www.r2a.com / AAS0000110

March 4, 2020



Kids Playground



Bar Shed



Food Truck Promenade

TOWN OF JUNO BEACH

ORDINANCE NO. 722

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA, AMENDING CHAPTER 1, "GENERAL PROVISIONS," OF THE TOWN CODE OF ORDINANCES BY ADOPTING A NEW SECTION 1-12, "CIVIL RIGHTS;" PROVIDING FOR A STATEMENT OF PURPOSE AND THE ADOPTION OF THE JUNO BEACH CIVIL RIGHTS ACT; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Town Council wishes to amend the Town Code of Ordinances to adopt a comprehensive non-discrimination statement to demonstrate, as a matter of public policy, that the Town opposes discrimination based on race, color, national origin, ancestry, religion, gender, gender identity or expression, marital status, veteran's status, age, national origin, disability, pregnancy, familial status, sexual orientation and genetic information; and

WHEREAS, through the adoption of Resolution 2018-11, the Town Council opted out of Chapter 15, Article III of the Palm Beach County Code based on a conflict between the Town Code definition of "family" and the County Code definition of the term "family," and this Ordinance retains this exclusion, while still affording protections to persons subject to discrimination to pursue a claim through the County's Office of Equal Opportunity on other grounds; and

WHEREAS, the Town Council determines that the adoption of this Ordinance is in the best interests of the public health, safety and welfare of the residents and citizens of the Town of Juno Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUNO BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Town Council hereby amends Chapter 1, "General Provisions," of the Town Code of Ordinances by adopting a new Section 1-12, "Civil Rights," to read as follows (additional language underlined):

Sec. 1-12. Civil rights.

(a) Purpose. The Juno Beach Town Council desires to secure for its citizens freedom from discrimination because of race, color, national origin, ancestry, religion, gender, gender identity or expression, marital status, veteran's status, age, disability, pregnancy, familial status, sexual orientation and genetic information, and thereby protect their interest in personal dignity; preserve the public safety, health and general welfare; and promote the interests, rights and privileges of individuals within the Town. The Town Council also desires to adopt an ordinance that is consistent with federal, state and local laws and affords its citizens access to remedies in the case of alleged

1 discrimination, namely, the Equal Employment Opportunity Commission, the
2 Florida Commission on Human Relations and the Palm Beach County Office
3 of Equal Opportunity.

4
5 (b) Adoption of the Town of Juno Beach Civil Rights Act. The Florida
6 Civil Rights Act of 1992, Chapter 760, Section 760.01 through 760.11 and
7 Section 509.092; Florida's Fair Housing Act, Chapter 760, Section 760.20
8 through 760.37; the Palm Beach County Equal Employment Ordinance,
9 Chapter 2, Article VI, Division 1, Sections 2-251 through 2-313; and the Palm
10 Beach County Ordinance for Equal Opportunity to Housing and Places of
11 Public Accommodation, Chapter 15, Article III, Sections 15-36 through 15-67
12 with the exception of the definition of "family" set forth therein and currently set
13 forth in Section 15-37(7) of the County Code, are collectively adopted by
14 reference as the Town of Juno Beach Civil Rights Act, subject to and including
15 by reference such amendments, corrections and additions as shall occur
16 therein or as may appear in this chapter.

17
18 **Section 3.** The provisions of this Ordinance shall become and be made a part of
19 the Code of Ordinances of the Town of Juno Beach, Florida.

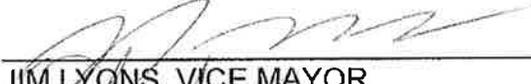
20
21 **Section 4.** If any section, paragraph, sentence, clause, phrase, or word of this
22 Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional,
23 inoperative or void, such holding shall not affect the remainder of the Ordinance.

24
25 **Section 5.** All ordinances or parts of ordinances of the Town of Juno Beach,
26 Florida, which are conflict with this Ordinance, are hereby repealed to extent of such conflict.

27
28 **Section 6.** This Ordinance shall be effective immediately upon adoption.

29
30 FIRST READING this 8th day of September, 2020.

31
32 SECOND, FINAL READING AND ADOPTION this 23rd day of September, 2020.

33			
34			
35	<input checked="" type="checkbox"/>	_____	
36	AYE	NAY	JASON HASELKORN, MAYOR
37			
38	<input checked="" type="checkbox"/>	_____	
39	AYE	NAY	JIM LYONS, VICE MAYOR
40			
41		_____	
42	AYE	NAY	STUART-KATZ, MD, COUNCILMEMBER
43			
44	<input checked="" type="checkbox"/>	_____	<u>Via Phone</u>
45	AYE	NAY	PEGGY WHEELER, COUNCILMEMBER
46			
47	_____	_____	_____
48	AYE	NAY	VACANT
49			
50			

1 ATTEST:

2

3

4

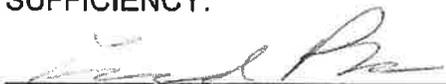
5

6



CAITLIN COPELAND, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:



LEONARD G. RUBIN
TOWN ATTORNEY

Exhibit B "C"

TOWN MANAGER COMMENTS

OCTOBER 7, 2020 – TOWN COMMISSION MEETING

COVID-19 UPDATE

This is to let you know that according to the Florida Department of Health website there are 158 cases for the Town of Lake Park according to data through 10/6/2020 and as verified as of today at 9:25 a.m.

COMMUNITY DEVELOPMENT

NAUTILUS update: the Nautilus mixed-use project is moving forward. They hope to complete their model unit on the barge in January or February 2021. They will start pre-selling units within the next few weeks with a goal that by the middle of the first quarter of 2021, 60-90 units can be pre-sold. This will then allow them to start their vertical construction which is now estimated to start in early 2021 after the pre-sale period. The project would still like to pursue the accessory dwelling units and this site plan amendment will likely come forward in the next couple of months. The progress has been positive.

Temporary Outdoor Seating due to COVID-19: The Town Commission previously approved a temporary solution to the limited capacity scenario caused by COVID-19, by allowing temporary outdoor seating. Besides, the Commission also allowed the temporary ability to bring indoor operations outdoors as it relates to outdoor entertainment...as well as the ability to allow a licensed food truck to help boost sales. The Governor recently announced the ability to revert to 100% capacity for restaurants however, COVID remains a concern. Would the Town Commission like to extend these temporary provisions for the time being and possibly revisit them in January 2021? Currently, three locations have taken advantage of these temporary provisions: The Kelsey Theatre, Coastal Karma, and Southern Kitchen.

SPECIAL EVENTS

Special Event Permit Applications

The Town is now accepting Special Event Permit Applications. With the assistance of Palm Beach County, Town staff has created a COVID-19 Special Event Checklist that will now be a part of the application process. The checklist will allow the applicant to include important health & safety measures that will be used for the event. Applicants are asked to describe such information as screening procedures, facial covering guidelines, social distancing measures, cleaning and sanitizing process, proper signage, etc. In order for a permit to be issued, the application must be approved by the Special Events Department, Community Development, Public Works, Risk Management (Gehring Group), Palm Beach County Sheriff's Office and Palm Beach County Fire Rescue. Application deadlines of 21 calendar days for proposed events on private

property and 60 calendar days for events on Town property will remain for applications. Town facility rentals will remain closed.

Upcoming Town Events

The Special Events Department is revising our annual events that occur during October, November, and December. Below is a list of events that staff is currently working on that will enable us to keep in line with current CDC guidelines.

October 2020 Events

- Senior Resource Giveaway
- Trunk or Treat Drive-Up
- Mask Competition

November 2020 Events

- Veterans Day Video
- Veterans Day Decorating Contest (Residential)

December 2020 Events

- Virtual Holiday Tree Lighting
- Holiday Decorating Contest (Residential)
- Santa's Magic Sleigh Ride (Santa will ride through Town on various evenings)
- Santa's Mailbox (Letters from children... Answered by Santa)

Senior Resource Giveaway

The Town will host a **Senior Resource Giveaway Drive-Up Event** on **Friday, October 23**. This event will be held from **8:00 am – 10:00 am** at the **Lake Park Public Library**. Pre-registration is required. The first 100 eligible seniors will receive a resource bag filled with such items as soap, shampoo, toothpaste, toilet paper, laundry detergent and household cleaners, etc. To register, contact Kelley Vance at 561-290-9617. Event sponsors include Senior Dedicated Medical Center and Tree of Life Foundation International.

Trunk or Treat Drive-Up

The Town of Lake Park will host a **Trunk or Treat Drive-Up Event** on **Friday, October 30**. This event will be held from **6:00pm – 8:00 pm** at **Town Hall**. We are inviting residents, businesses and organizations to join in on the fun by registering for the event. All participants are asked to dress up in costume, decorate their vehicles and prepare to provide treats to an estimated 300 attendees. If you wish to participate in this family friendly event, please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov.

Mask Competition

The Town of Lake Park will host a fashion mask competition (**#MaskUpLakePark**) to encourage Town residents to continue wearing their masks. Participants will have to take a photo of themselves with their masks on somewhere in the Town. All entries must be submitted via Facebook or to the Special Events Department by Monday, October 26 at 11:59 pm. Entries will be judged for being "Most Creative," and the top 3 participants will win Visa gift cards. The winners will be announced on Wednesday, October 28 and have the opportunity to join us as part of the Trunk or Treat Drive-Up Event.

READ FOR THE RECORD

The Special Events Department and the Library are working on Read for the Record activities. We are looking for creative ways to reach residents and children. We will do our usual outreach using the Zoom platform with Library Personnel reading to children. We are looking into the StoryWalk Concept, which is entirely outdoors and implemented in neighborhoods, parks, and businesses. The book pages are laminated and posted in succession to the story. Children and adults can take selfie pictures and submit them to Special Events to prove their participation in the event. Hardwood poster is then placed in the group along the sidewalk in neighborhoods and large wooden poster stands in Parks.

We are also thinking about offering Free Candy and Popcorn to participants. I especially like the candy concept because children are then able to go home and enjoy the candy. Residents will have to register so we can adhere to social distancing requirements, provide enough popcorn and candy to participants. Along the same lines, the letter streets could compete with the number streets for the most creatively decorated street using the storyline and theme for decoration purposes. We would have independent judges go out to each participating street and judge the best-decorated street. In turn, the winner would get a sizable gift certificate to put on a neighborhood barbeque for the entire street will get a gift certificate for food, hot dogs and hamburgers ribs and all the fixings for a neighborhood cookout.

Finally, we plan to decorate the Mirror Ballroom with the storyline theme and have our elected officials via zoom also read the book to Zoom listeners. Just some ideas.

Participants must be
64 years of age
or older.



Senior Resource Giveaway Drive-Up Event

Friday, October 23

8:00 am - 10:00 am

Lake Park Public Library

529 Park Avenue, Lake Park, FL 33403

PRE-REGISTRATION REQUIRED

CONTACT KELLEY VANCE at 561-290-9617



Sponsored By

DEDICATED SENIOR MEDICAL CENTER



TOWN OF LAKE PARK



DRIVE-UP EVENT

FRIDAY, OCTOBER 30

6:00 PM - 8:00 PM

TOWN HALL

535 PARK AVENUE

LAKE PARK, FL 33403

Admission is free for everyone. Attendees must remain in their vehicles at all times. Masks required for everyone including driver and passengers. Costumes are welcomed. Please bring your own treat bag and/or bucket.

For More Information On Sponsorship,
Becoming A Vendor Or Volunteer
Please Contact The Special Events Department
561-840-0160 or speialevents@lakeparkflorida.gov



MASK UP LAKE PARK



COMPETITION

OCTOBER 1 - 26

LAKE PARK IS OPEN and we need your help to continue protecting the health and safety of everyone here! Join our #MASKUPLAKEPARK Competition by wearing your mask around Town and showing us just how creative you are.

STEP 1: Snap a photo wearing your mask somewhere in Lake Park
(The mask can be handmade, decorated at home or purchased)

STEP 2: Upload the photo to Facebook using the hashtag #MASKUPLAKEPARK and tag the Town's Facebook page: [facebook.com/townoflakepark](https://www.facebook.com/townoflakepark)
Or simply email your photo to specialevents@lakeparkflorida.gov

**ENTRIES WILL BE JUDGED
FOR BEING MOST CREATIVE**
1ST PLACE - \$100.00 VISA GIFT CARD
2ND PLACE - \$50.00 VISA GIFT CARD
3RD PLACE - \$25.00 VISA GIFT CARD

TAB 2



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2020

Agenda Item No. Tab 2

Agenda Title: Resolution Approving the Submission and Authorizing the Mayor to Sign The Library's Annual State Aid to Libraries Grant Agreement.

- SPECIAL PRESENTATION/REPORTS CONSENT AGENDA
- BOARD APPOINTMENT OLD BUSINESS
- PUBLIC HEARING ORDINANCE ON FIRST READING
- NEW BUSINESS
- OTHER: _____

Approved by Town Manager *JM Cooper* Date: 10/9/2020
Judith Cooper, Acting Library Director

Name/Title

Originating Department: Library	Costs: \$ 0.00 Funding Source: Acct. # <input type="checkbox"/> Finance _____	Attachments: •Resolution No. <u>73-10-20</u> •Exhibit "A: State Aid To Libraries Grant Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>JKC</u> Please initial one.

Summary Explanation/Background: Each year, the State Division of Library Services provides financial support for libraries throughout the State to help them operate for the citizens of Florida. This agenda item is requesting the Commission to authorize the Mayor to sign the Annual State Aid to Libraries Grant Agreement.

Recommended Motion: I move to approve Resolution No. 73-10-20

RESOLUTION NO. 73-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING THE SUBMISSION AND AUTHORIZING THE MAYOR TO SIGN THE LIBRARY'S ANNUAL STATE AID TO LIBRARIES GRANT AGREEMENT.

WHEREAS, effective July 1, 2003 the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the Town of Lake Park is required to approve submission of the application and make the following certifications provided herein;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA THAT;

- Section 1. The Town of Lake Park, Florida is an eligible political subdivision.
- Section 2. The Town of Lake Park is the single library administrative unit.
- Section 3. The Commission of the Town of Lake Park is the designated governing body to provide library services.
- Section 4. The Library Director shall be the single administrative head employed by the Town of Lake Park with authority to manage and coordinate operations of the Town of Lake Park Public Library and shall have an approved job description.
- Section 5. The Library Director shall have an American Library Association accredited professional degree, and have at least two (2) years of full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a minimum of forty (40) hours per week.
- Section 6. All funds will be centrally expended by the single administrative head as part of the Library's budget.
- Section 7. The Town of Lake Park Public Library will extend borrowing privileges without charge to residents of all library service areas in the county that receives State Aid to Libraries Grants.
- Section 8. The Town of Lake Park Public Library will provide free library services.

Section 9. The Town of Lake Park Public Library will participate with all libraries in the county that receives State Aid to Libraries Grants in joint planning for the coordination of library services to residents.

Section 10. The Town of Lake Park Public Library will continue to be operated at minimum of forty (40) hours per week.

Section 11. Attached hereto is Exhibit "A", State Aid to Libraries Grant Agreement between the State of Florida, Department of State and Town for and on behalf of the Town's Public Library as hereby approved by the Commission of the Town of Lake Park.

Section 13. The Commission of the Town of Lake Park, Florida hereby authorizes the Mayor and Town Clerk to execute the application for the State Aid to Libraries Grant funding.

Section 14. This Resolution shall become effective immediately upon adoption.

**STATE AID TO LIBRARIES GRANT
AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
Town of Lake Park for and on behalf of Lake Park Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Town of Lake Park for and on behalf of Lake Park Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2020-21 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

In accordance with Sections 257.17-257.18, Florida Statutes, the Grantee shall receive a grant amount that is calculated and based upon local funds expended during the second preceding fiscal year for the operation and maintenance of the library. For this grant, the local expenditures shall have been made during the period October 1, 2018 - September 30, 2019.

In order to be eligible to receive the grant funding, the Grantee shall manage or coordinate free library service to the residents of its legal service area for the period October 1, 2018 through June 30, 2021. The Grantee shall:

- o Have a single administrative head employed full time by the library's governing body;
- o Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
- o Provide access to materials, information and services for all residents of the area served; and
- o Have at least one library, branch library or member library open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement.

b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to

be awarded.

Payment 1, Deliverable/Task 1

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Have expended funds to provide free library service during the period October 1, 2018 - September 30, 2019;
- o Provide an Expenditure Report and certification of Local Operating Expenditures for the period October 1, 2018 - September 30, 2019 only; and
- o Provide the Certification of Credentials for the Single Administrative Head.

Payment 2, Deliverable/Task 2

Payment will be an advance in the amount of 50% of the grant award for the period October 1, 2018 through June 30, 2021. The Grantee will:

- o Provide documentation showing that at least one library, branch library or member library is open 40 hours or more each week (excluding holidays; between Sunday through Saturday, on a schedule determined by the library system) during the length of the agreement; and
- o Provide a Certification of Hours, Free Library Service and Access to Materials.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

2. **Length of Agreement.** This Agreement covers the period of October 1, 2018 to June 30, 2021, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2018) and concludes with the end of the State of Florida's current fiscal year (June 30, 2021).
3. **Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2018 – September 30, 2019) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

For the Division of Library and Information Services:

Marian Deeney, Library Program Administrator
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250
Phone: 850.245.6620
Email: marian.deeney@dos.myflorida.com

For the Grantee:

Judith Cooper
Lake Park Public Library
529 Park Avenue Lake Park Florida 33403
Phone: 564.881.3330
Email: jcooper@lakeparkflorida.gov

5. **Grant Payments.** The total grant award shall not exceed the amount specified on the Fiscal Year 2020-21 State Aid to Libraries Final Grants document (Attachment B), which shall be paid by the Division in consideration for the Grantees minimum performance as set forth by the terms and conditions of this Agreement. Payment will be made in accordance with the completion of the Deliverables.

The grant payment schedule is outlined below:

- a) The first payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
- b) The second payment will be 50% of the grant award. Payment will be made in accordance with the completion of the Deliverables.
6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf. The form also includes tools and information that allow you to check on payments.
7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division before or with the executed Agreement.**

- 8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

- 9. Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

- 10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

- 11. Travel Expenses.** The Grantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

- 12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service’s Reference Guide for State Expenditures (as of January 2020) (<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.

- 13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department

of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

14. **Single Audit Act.** Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.
15. **Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
16. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
17. **Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
18. **Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.
19. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
 - a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
 - b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the

grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;

- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

20. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

21. Lobbying. The Grantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

22. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

23. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

24. Liability. The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants,

employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- 25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.
- 26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or

remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

- 30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

35. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
36. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of January 2020)), incorporated by reference).
37. **Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

38. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2020-21 State Aid to Libraries Final Grants (Attachment B)

The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.

Grantee:

Department of State

By: _____

By: _____

Chair of Governing Body or Chief Executive Officer

Amy Johnson, Director
Division of Library and Information Services
Department of State, State of Florida

Typed name and title

Typed name and title

Date

Date

Clerk or Chief Financial Officer

Witness

Typed name and title

Date

Date

ATTACHMENT A

FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 2 §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be

paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.* ; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.* , and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)

<http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General

Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250

- B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State at each of the following addresses:

Office of Inspector General
Florida Department of State
R. A. Gray Building, Room 114A
500 South Bronough St.
Tallahassee, FL 32399-0250
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:

Florida Department of State, State Aid to Libraries;
CSFA Number. 45.030
Award Amount: See Attachment B.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

ATTACHMENT B
Fiscal Year 2020-21 State Aid to Libraries Final Grants

TAB 3



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2020

Agenda Item No. Tab 3

Agenda Title: Resolution Authorizing and Directing the Mayor to Sign an Agreement with West Construction, Inc. for the Design and Construction of a Parking Lot on the Community Redevelopment Agency (CRA) Property off Foresteria Drive Behind the 700 Block of Park Avenue.

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

Approved by Town Manager *[Signature]*
Mitch Abdelmessih / Project Manager

Date: 10/9/2020

Name/Title

Originating Department: Public Works	Costs: \$724,580.00 Funding Source: Acct. # 301-52-521-301-63100 <input type="checkbox"/> Finance <u>Lourdes Cariseo</u>	Attachments: 1- Resolution No. <u>74</u> -10-20 2- CRA ARF Dated 10-21-2020 3- West Construction, Inc. Contract Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>MA</u> Please initial one.

Summary Explanation/Background: The Town of Lake Park sought proposals from qualified firms that can provide design/build services for the construction of a surface parking lot in the Lake Park CRA Downtown area. The project site is an approximately 1.32-acre lot wholly owned by the Town of Lake Park, and is located off Foresteria Drive, behind the 700 block of Park Avenue.

An evaluation committee comprised of then-Public Works Director Richard Scherle, Project Manager Michel Abdelmessih, Finance Director Lourdes Cariseo, and Assistant Town Manager/Human Resources Director Bambi Turner reviewed and rated the proposals. The final scores were as follows:

ACE Development, LLC. 180 points
Bofam Construction, Inc. 159 points
Heavy Civil Inc. 247 points
West Construction, Inc. 280 points

The evaluation committee recommended West Construction, Inc. as the highest-scoring bidder for the CRA Parking Lot Project.

The purpose of this agenda item is to authorize and direct the Mayor to sign an agreement with West Construction, Inc. for the construction of the CRA Parking Lot.

Recommended Motion: I move to approve Resolution MH-10-20

RESOLUTION NO. 74-10- 2020

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH WEST CONSTRUCTION, INC. FOR THE DESIGN AND CONSTRUCTION OF A NEW SURFACE PUBLIC PARKING LOT; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, The Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town Commission has determined that it requires the services of a qualified and experienced General Contractor to design and construct a new surface parking lot on the Town Community Redevelopment Agency (CRA)’s property, located off Foresteria Drive, behind the 700 block of Park Avenue.

WHEREAS, the Town has budgeted funds in its current fiscal year budget that are available for the funding of this Agreement.

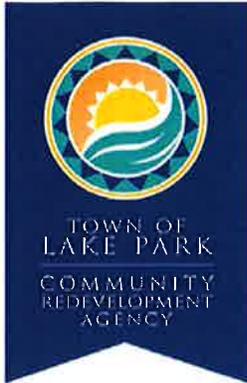
WHEREAS, Town Manager has recommended to the Town Commission of Lake Park that it is in the best interest of the Town to enter into a design/build agreement with West Construction.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby authorizes and directs the Mayor to execute an agreement with West Construction for the design and construction of a surface parking lot on its CRA owned property located along Foresteria Drive, behind the 700 block of Park Avenue. A copy of the agreement is attached hereto and incorporated in the Agenda.

Section 3. This Resolution shall become effective immediately upon execution.



Town of Lake Park Town CRA Meeting

Agenda Request Form

Meeting Date: October 21, 2020

Agenda Item No.

Agenda Title: The Community Redevelopment Agency (CRA) Board Recommending the Town Commission to Approve CRA Parking Lot Project # 107-2020

- | | |
|---|--|
| <input type="checkbox"/> SPECIAL PRESENTATION/REPORTS
<input type="checkbox"/> BOARD APPOINTMENT
<input type="checkbox"/> PUBLIC HEARING ORDINANCE ON _____ READING
<input checked="" type="checkbox"/> NEW BUSINESS
<input type="checkbox"/> OTHER: _____ | <input type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> OLD BUSINESS |
|---|--|

Approved by Town Manager _____ **Date:** _____
Mitch Abdelmessih/Project Manager

Name/Title

Originating Department: Public Works	Costs: \$724,580.00 Funding Source: Public Funds Acct. # 301-52-521-301-63100 <div style="text-align: center;"> <input type="checkbox"/> Finance <u>Lourdes</u> <input type="checkbox"/> Finance <u>Carisee</u> </div> <small style="font-size: 8px; margin-top: 5px;">Digitally signed by Lourdes Carisee DN: cn=Lourdes Carisee, o=Town of Lake Park, ou=Finance Department, email=Lourdes.Carisee@lakeparkga.gov, c=US</small>	Attachments: *Evaluation committee minutes
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <i>MA</i> Please initial one.

Summary Explanation/Background: The Town of Lake Park sought proposals from qualified firms that can provide design/build services for the construction of a surface parking lot in the Lake Park CRA Downtown area. The project site is an approximately 1.32-acre lot wholly owned by the Town of Lake Park, and is located off Foresteria Drive, behind the 700 block of Park Avenue.

An evaluation committee comprised of then-Public Works Director Richard Scherle, Project Manager Michel Abdelmessih, Finance Director Lourdes Cariseo, and Assistant Town Manager/Human Resources Director Bambi Turner reviewed and rated the proposals. The evaluation forms are attached as part of the evaluation committee minutes. The final scores were as follows:

ACE Development, LLC. 180 points
Bofam Construction, Inc. 159 points
Heavy Civil Inc. 247 points
West Construction, Inc. 280 points

The evaluation committee recommended West Construction, Inc. as the highest-scoring bidder for the CRA Parking Lot Project.

The purpose of this agenda item is to ask the CRA Board to recommend to the Town Commission to authorize and direct the Mayor to sign such agreement with West Construction, Inc.

Recommended Motion: I move to approve the recommendation to the Board of Commissioners to adopt the CRA Parking Lot project # 107-2020.

DESIGN BUILD AGREEMENT FOR THE CRA PARKING LOT PROJECT

This Agreement for the design and construction of a new surface public parking lot (Agreement) is made by and between the **TOWN OF LAKE PARK**, with an address of 535 Park Avenue, Lake Park, Florida, 33403 (the "Town") and **WEST CONSTRUCTION, INC** (the "Firm"), with a principal address of 820 N. 4th Street, Lantana, FL, 33462.

SECTION 1 - SCOPE OF SERVICES FOR CRA PARKING LOT PROJECT

The Firm shall perform all services regarding the engineering design, permitting, and construction of the property owned by the Town of Lake Park's Community Redevelopment Agency (CRA) into a surface parking lot (the Project) as more fully described below.

The Firm shall design and construct the Project, on an approximate 1.32 acre site owned by the Town, located along Foresteria Drive south of the 700 Block of Park Avenue. The parking lot design is more fully described in the Design Criteria Bid Package, which is incorporated herein by reference. The intent of the Project is to maximize the number of available parking spaces while also incorporating parking lot lighting, and drainage. The drainage plan shall wholly or in part integrate green Infrastructure, such as bio-swales, pervious pavement, etc., and any other elements recommended by the Town for the Project. A conceptual schematic of the parking lot layout is attached hereto and incorporated herein as Exhibit A..

The Firm shall complete all necessary engineering, architectural, or other design work reasonably necessary to effectuate the construction of a surface parking lot, including but not limited to all necessary permitting, site plan approvals, surveying, land clearing, geotechnical, utility coordination, and complete construction. The Firm shall deliver to the Town a "turn-key" surface parking lot that is constructed in accordance with all applicable local, state, and federal regulations, and which provides a completely finished product that will be immediately available for public use

Section 2 - GUARANTEED MAXIMUM COST OF THE PROJECT

The Firm guarantees a maximum cost (GMC) for this Project of an amount not to exceed \$724,285.00 to design and construct the Downtown CRA Parking Lot in accordance with the Scope of Work described in Section 1. The GMC includes all necessary engineering, architectural, or other design services reasonably expected to be needed to effectuate the construction of a surface parking lot, including but not limited to all necessary permitting, drawings, plans, site plan approvals, surveying, land clearing, geotechnical, utility coordination, and the complete construction of the Project.

Section 3- ASSUMPTIONS:

The work described herein (the Work) for the Project is based upon the assumptions listed below. If conditions differ from the assumptions herein in a manner that affects the schedule for the completion of the Work, the Firm shall provide the Town with written notice of the any adjustment it is believes to be necessary at least two weeks in advance of making any adjustments. The adjustment shall not result in an adjustment in the GMC of the Project. Any changes in the completion schedule shall be subject to the approval of the Town. Other related key assumptions include:

1. The Town shall provide the Firm with the Town's available record drawings of the existing facilities which are the basis of design in the Project within 14 calendar days of the Notice to Proceed (NTP). The drawings to be provided shall include any site and drainage plans the Town has for those adjacent developed properties.

2. The Town shall provide for the firm the Town's Contract documents in electronic format.
3. The Town shall prepare the Contract Documents} as a single contract. No pre-purchase of materials and/or equipment is presumed.
4. The Project design shall comply with all federal, state and local codes and standards in effect from the beginning and through the end of the Project. Revisions required for compliance with any subsequent changes to those regulations are not included in the Scope of Work and shall be considered an Additional Services Item only if approved by the Town.
5. The Town shall be responsible for the cost of any published notices required for the Project.
6. The Firm shall apply, pay for and obtain all permits which are required for the Project.

SECTION 4- COMPLETION SCHEDULE

Project Schedule

SEE REVISED SCHEDULE ATTACHED

The Firm shall complete the Project and provide the indicated deliverables in accordance with the following schedule:

**SEE REVISED SCHEDULE
ATTACHED**

**SEE REVISED SCHEDULE
ATTACHED**

5. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE SERVICES

Time is of the essence, and the Firm shall timely perform the Scope of Services in compliance with the Project schedule, unless amended by a writing executed by both parties. If the Firm is delayed by any act, failure to act or neglect of the Town, or any separate consultant or contractor hired directly by the Town, or by occurrences beyond the control and without any fault or negligence of the Firm, the firm shall provide a written notice of the reasons for the delay to the Town, within five working days of the date the delay began. Provided the Firm has timely notified the Town of such delay, and the Town determines the delay was reasonable, the Parties shall execute a written amendment to the schedule. This extension of time shall be Firm's sole and exclusive remedy which it shall have against the Town for any delay the Firm attributes to the Town, or any consultant or contractor directly hired by the Town.

The Firm acknowledges responsibility for any delay damages suffered by the Town as a result of the Firm's negligence, or reckless or intentional wrongful actions or inactions. In the event that the Town suffers or reasonably believes that it will suffer any delay damages due to the foregoing, the Town, in its sole reasonable discretion, shall have the right to terminate this Agreement upon five day's written notice. Such termination shall not be construed to constitute a breach of this Agreement by the Town. In the event of delay, the Firm shall be subject to the payment of liquidated damages in amount of \$1,200.00 for each

day of delay of a deliverable beyond the date for completion as set forth in the Completion Schedule as set forth in Section 4.

SECTION 6 - PROFESSIONAL SERVICES FEE & ADMINISTRATIVE EXPENSES

6.1. Professional Services Fee Schedule.

The fee for all professional services charged by the Firm(Fee) shall not exceed that which is set forth in the Scope of Work in Section 1 for the Project, and shall not exceed the Fee Schedule established herein. Any fees for any additional work that is not included in the original scope of work set forth in Sections 1 and 4 must be approved by the Town after its receipt and review of a proposed scope of work for additional professional services to be provided by the Firm.

6.2 Invoices.

6.2.1 All invoices must identify the Town PO number. Invoices shall be submitted directly to:

Town of Lake Park
Finance Department
Accounts Payable
535 Park Avenue
Lake Park, FL 33403

6.2.2 Invoices shall show the actual hours worked, person performing services, services performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include written documentation of the expenses, and shall be subject to the approval of the Town.

6.2.3 Invoices for lump sum type work shall be accompanied by a status report describing the activities and the services performed. The payment request amount shall be related to the percentage of the total services completed.

6.2.4 Invoices received from the Firm pursuant to this Agreement shall be subject to the prior approval of the Town to confirm that the services were rendered in conformity with the Agreement.

6.3 Payment.

6.3.1 The Fee shall be paid within 30 days of the Town's receipt of deliverables which are satisfactory to the Town and the receipt of a proper invoice from the Firm.

6.3.2 Payment of Fees shall be made in accordance with the Prompt Payment Act, Section 218.70, Florida Statutes, as amended.

6.3.3 The Town has the right to hold or partially pay the Firm, if for any reason the Firm failed to deliver the proper service and scope of work in a timely fashion based on the scope of work and schedule submitted and agreed on as a part of this Agreement.

6.3.4 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Firm, either wholly or in part, and

no payment shall be construed to be an acceptance of, or to relieve Firm of liability for the defective, faulty or incomplete rendition of the Professional Services.

SECTION 7 - TERM

- 7.1 This Agreement shall commence as of the date of full execution of this Agreement by the parties. The term of this Agreement shall continue in force until completion of the Professional Services related to the Project as set forth in this Agreement, unless terminated by either party pursuant to the termination provisions in this Agreement, or by the mutual consent of the parties.
- 7.2 It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by the Firm, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

SECTION 8 - ESTIMATED CONSTRUCTION COSTS OF DESIGN

The Estimated Construction Cost of the Project are based upon the design services set forth hereinabove and the complete construction, and itemization of each of the following:

- a. Cost to construct, including all labor, materials and equipment required; including but not limited to, an estimated statement of proposed hourly rates and labor costs by job classification; general conditions, bonds and insurance, etc.;
- b. Allowance for construction cost contingencies;
- c. Allowance for other necessary services, such as materials testing, to be provided by others for the Town;
- d. Traffic Control;
- e. Hard and soft copies of the final approved plans
- f. Video Taping Inspections, when applicable;
- g. Mobilization and demobilization

SECTION 9 - REPRESENTATIONS OF THE CONSULTANT

- 9.1 **Authority.**
The Firm hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals and that the persons executing this Agreement are authorized to execute and deliver it.
- 9.2 **Duly Licensed.**
The firm represents that it is duly licensed to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.
- 9.3 **No Solicitation.**
The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person,

company, corporation, individual, or firm, other than a bona fide employee working solely for the Firm, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by the Firm, the Town shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such Fee, commission, percentage, gift, or consideration.

9.4 Public Entity Crimes Act.

The Firm represents that by its execution of this Agreement it has not violated the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that neither the firm nor any of its parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, or sub-consultants have been, or are 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 Consultant list. Violation of this section may result in termination of this Agreement and recovery of all monies paid by the Town to the Firm, and may result in debarment from Town's competitive procurement activities.

9.5 Standard of Care.

The standard of care for all Professional Services performed or furnished by the Firm under this Agreement shall be the care and skill ordinarily used by members of the Firm or the professionals retained by the Firm under similar circumstances.

9.6 Warranty of Design and Constructability

The Firm hereby represents to Town that where the Professional Services include the development of Construction Drawings, Technical Specifications and Supplemental Conditions, pertaining and the construction of to the Project, to the best of firm's knowledge, information and belief, the Professional Services: (i) are and shall have been prepared and designed in accordance with generally accepted architectural and engineering, FDOT design standards, as applicable, and generally accepted industry standards; and (ii) that the Project is constructible pursuant to these Construction Drawings, Technical Specifications and Supplemental Conditions. Without waiver of Town's other rights and remedies, the Firm warrants that the Town may require it to perform again, at the Firm's sole cost and expense, any design services which were not performed in accordance with the design and constructability standards set forth in this Agreement.

The Firm hereby waives any claims which it may have or assert against the Town with respect to this section, except and unless any failure of the Firm to perform, in whole or in part, is due to the action or inaction of the Town. Without limiting any other remedy available to Town, the Firm shall furnish at its own expense any redesign or revisions to the Construction Documents, Technical Specifications and Supplemental Conditions necessary to correct any negligent or material errors, omissions, failures or deficiencies in such documents, and shall, at its sole cost and expense, correct any work performed in accordance with deficient documents. The Town's review or approval of, or payment for, any Professional Services or deliverables under this Agreement and resulting work authorizations shall not be construed as a waiver of any rights under this Agreement or any cause of action arising out of performance under this Agreement. This section shall survive the expiration or termination of this Agreement.

9.7 **Ethics Provisions; No Conflicts of Interest.**

The Firm represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

The Firm represents that it has not solicited this Agreement by payment of a gift or gratuity or offer of employment to any official, employee of the Town or any Town employee or selection committee.

The Firm represents that it does not employ, directly or indirectly, the Mayor, members of the Town Commission or any appointed Town official, department director, employee, or member of any Town board, committee or of the Town's CRA.

The Firm represents that it does not employ, directly or indirectly, the Mayor, members of the Commission, or any appointed Town official, department director, employee or member of any board, committee or of the Town CRA who, alone or together with his household members, own at least 5% of the total assets and/or common stock of the firm.

The Firm represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the Mayor, members of the Town Commission, any appointed Town official, department director, employee, or any member of a board that provides regulation, oversight, the management or policy-setting recommendations regarding the Firm or its business.

The Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Firm further represents that no person having any such interest shall be employed or engaged by it to provide Professional Services.

The Firm, its officers, personnel, subsidiaries, and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association, or other circumstance which may influence or appear to influence Firm's exercise of judgment or quality of the Professional Services being provided under this Agreement. The Firm, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the Town under this Agreement.

The Firm, its officers, personnel, subsidiaries, and subcontractors shall not, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by the court process. Further, the Firm agrees that such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

The Firm shall promptly notify the Town in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall

identify the prospective business interest or circumstance and the nature of work that the Firm intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the firm. The Town agrees to notify the Firm by certified mail of its opinion within 30 calendar days of receipt of the said notification and request for opinion. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Firm, the Town shall so state in its opinion and the Firm may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the firm under this Agreement.

In the event the Firm is permitted to utilize subcontractors to perform any services required by this Agreement, the Firm agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

9.8 Lobbying Certification.

The Firm certifies to the best of its knowledge and belief that no federal or state grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a member of Congress, a member of the Florida Legislature or any state agency.

9.9 Truth in Negotiation Statement

Signature of this Agreement by the authorized representative of the Firm serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement are accurate, complete and current at the time of contracting. The Fee and expenses payable under the Agreement shall be adjusted to exclude any significant sums should the Town determine that the Fee, expenses, or costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such agreement adjustments shall be made within one year following the expiration or termination of this Agreement.

9.10 Financial Capability

The Firm certifies that it has not filed for bankruptcy in the past five years and is financially able to provide Professional Services under this Agreement. The Firm further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by the Project Schedule and this Agreement.

9.11 No Felony or Fraud

The Firm certifies that neither it, nor any of its principals have been convicted of a felony or fraud.

SECTION 10 - RESPONSIBILITIES OF THE TOWN

10.1 Designation of Representative

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services and construction to be rendered under this Agreement and any specific work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement. Such person shall have only the authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town concerning the Firm's Professional Services.

10.2 Specification of Town Requirements

The Town agrees to provide information as to the Town's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, Town and performance requirements, flexibility and expendability and budgetary limitations.

10.3 Items to be furnished upon the Firm's Request

The designated representative of the Town shall use reasonable efforts to provide to the Firm, upon the Firm's request, the following information, along with previous reports or studies and any other data relative to the design or construction of a Project. The Town makes no representation that any such data or documents provided by the Town are accurate or reliable.

1. Data prepared by others relevant to the Project;
2. Appropriate professional interpretations of data prepared by others relevant to the Project;
3. Environmental assessment and impact statements;
4. Property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions; and
6. Zoning, deed and other land-use restrictions

10.4 Access to Property

The Town agrees to arrange for access to and make all provisions for Firm to enter Town property as required for Firm to perform the Professional Services of this Agreement.

10.5 Attendance at Meetings

Upon request, a Town representative shall attend regularly scheduled Project progress meetings at the Town's local office, as well as substantial completion inspections and final inspections. The Firm's Project Manager, shall attend all regularly scheduled Project progress meetings at the dates and times established.

SECTION 11 - DOCUMENTS

11.1 Ownership of Documents.

All plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, presentations of any kind, specifications, maps, computer files and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and will become the exclusive property of the Town without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of the Professional Services and/or upon completion or termination of this Agreement. Upon delivery to the Town of said document(s), the Town shall be the custodian thereof in accordance with Chapter 119, Florida Statutes. The Firm shall not copyright any material and products or patent any invention developed under this Agreement. The consultant waives explicitly and releases all rights which the Firm may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). The Firm acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. The Firm waives and assigns to Town all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work

produced. Any reuse of the Firm's prepared documents by the Town, except for the specific purpose intended under this Agreement, shall be at Town's sole risk and without liability or legal exposure to Firm or its sub-consultants.

11.2 Obligation to Furnish Documents to the Town

The Firm shall deliver to the Town for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all documents and materials prepared for the Town in connection with this Agreement, such as but not limited to (Asbuilts, Final Invoice, Final release of liens from the Firm and Subcontractors.....etc)

SECTION 12 - STANDARD TERMS AND CONDITIONS

12.1 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom.

12.2 Personnel; Staffing; Sub-consultants

Independent Contractor Relationship. All persons employed by the Firm and engaged in any of the work or Professional Services performed by the Firm pursuant to this Agreement shall at all times be subject to the Firm's sole direction, supervision, and control. The Firm shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Firm's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees or agents of the Town. The Firm does not have the power or authority to bind the Town in any promise, agreement or representation other than as may be specifically provided for in this Agreement. The Firm shall be responsible to the Town for all Professional Services or work performed by the Firm or any person or Firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

Personnel. The Firm represents that its project manager and all staff identified in the Firm's Proposal shall remain assigned to the Project, unless specifically released by the Town. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. The Firm specifically acknowledges that its employees are not covered by the Town's workers' compensation insurance and the Firm shall be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the Town to the Firm under this Agreement.

Non-Discrimination by Consultant. The Firm warrants and represents that all of its employees and applicants for employment are and have been treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, and that in providing services, The Firm does not discriminate with regard to any of the aforementioned factors.

Unauthorized Aliens/Patriot's Act. The knowing employment by the Firm or its sub- contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall constitute a

default of this Agreement which may result in its unilateral termination by the Town. In the event that the Firm is notified or becomes aware of such default, the Firm shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. The Firm's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. The Firm shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

Selection of Sub-Contractors. The Firm shall obtain the prior written approval of the Town as to each proposed sub-Contractor and the Town reserves the right to reject the selection of a particular sub-consultant or Sub-Contractors and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If it becomes necessary to replace a particular sub-consultant to complete its part of the services, the Firm shall promptly do so, subject to the prior written approval and acceptance of the new sub-consultant by the Town, which approval shall not be unreasonably withheld.

- 12.3 **Compliance with Laws.**
In the conduct of Professional Services under this Agreement, the Firm shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.
- 12.4 **State Taxes.**
The Firm understands that in performing the Professional Services for the Town, Firm is not exempt from paying sales tax to the Firm's suppliers for materials required for the Firm to perform under this Agreement. The Firm shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.
- 12.5 **Availability of Funds**
This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Town. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements with a term of more than one year, but any agreement so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the Town may terminate this Agreement upon no less than 24 hours' notice to the Firm. The Town Commission shall be the sole and final authority as to the availability of funds.
- 12.6 **Right to Audit.**
The Firm shall maintain adequate records for the Professional Services performed under this Agreement, including (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices in accordance with generally accepted accounting principles, and (b) adequate records to justify all charges, expenses

and costs in performing the Professional Services; and (c) copies of communications regarding the performance of its obligations under this Agreement, for five years following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit the Firm's books and records, at the Town's expense, upon prior notice, with regard to the Services provided to the Town under this Agreement. The Firm shall allow the Town or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by the Firm to the Town in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the Town's Internal Audit department shall be reimbursed to the Town by the Firm and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Firm within 45 days from presentation of Town's findings to the Firm. Failure by the Firm to permit such audit shall be grounds for termination of this Agreement by the Town, in case of such an event, the Town shall be entitled to select another Consultant Firm and charge back the Firm under this agreement for any additional differences in cost to complete the project.

12.7 Public Records Law

With respect to public records, the Contactor/ Vendor is required to:

#.1 Keep and maintain public records required by the Town to perform the service.

#.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

#.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.

#.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

#.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov

12.8 **Confidentiality**

The Firm agrees that it will make no statements, press releases or Town releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Town and securing its written consent.

12.9 **No Pledge**

The Firm shall not pledge the Town's credit or attempt to make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

12.10 **Insurance.**

The Firm shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the Town from claims set forth below which may arise out of or result from performance under this Agreement by the Firm, or by a subcontractor of the Firm, or by anyone directly or indirectly employed by the Firm, or by anyone for whose acts the Firm may be liable.

Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

The Town shall be provided a minimum of 30 days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Firm's self-insurance retention.

Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Town prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, the name of the insurer, the number of the policy, its effective date, and its termination date.

Additional Insureds. All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the Town, its elected commissioners, appointed officers, employees and agents, as Additional Insureds. No costs shall be paid by the Town for an additional insured endorsement.

Required Coverage: The Firm shall maintain the following liability coverage at all times during the term of this agreement, in the limits specified below:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate. May not be subject to self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage. May not be subject to a self-

insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than \$2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the Town. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the Town with a value of less than \$1,000,000; and \$100,000 for contracts with a value of \$1,000,000 or more..

Insurance of Sub consultants. The Firm shall contractually require and verify that its sub-consultants will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the Town.

Anything to the contrary notwithstanding, the liabilities of the Firm and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

- 12.11 Firm agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Firm and any other persons, sub-consultants; Sub-Contractors employed or utilized by the Firm in provision of the Professional Services under this Agreement. To the extent considered necessary by the Town, any sums due to the Firm under this Agreement may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Firm to indemnify the Town for its own negligence, or intentional acts of the Town, their agents or employees. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

12.12 **Force Majeure**

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with agreement performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with;

provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

12.13 Termination

Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon advance written notice to said defaulting party five calendar days prior to termination. As a condition precedent to termination for cause, the defaulting party shall have the right to cure within 30 days unless another time frame is otherwise agreed to by the parties.

In the event this Agreement is terminated by the Town for cause, the Town may take over the Professional Services and complete them by contracting with another firm(s) or otherwise, and in such event, the Firm shall be liable to the Town for any additional cost incurred by the Town due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to the Consultant had this Agreement not been terminated.

The Town shall have the right to terminate this Agreement, in whole or in part, without cause, and for its convenience, upon five days written notice to the Firm. The Firm shall have no right to terminate this Agreement for convenience.

Upon termination, the Firm shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, GADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals, written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and Town projects to the Town.

In the event of termination, the Firm, upon receipt of the notice of such termination, shall:

(1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) release any liens or notices which may have been recorded against the property to the Town and deliver title according to the manner, at the times, and to the extent directed by the Town, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the Town.

In the event of termination, the Town shall compensate the Firm for all authorized Professional Services satisfactorily performed through the termination date, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to the Firm shall be made (1) for

Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall Town be obligated to compensate the Firm for lost profits, or any resulting or consequential damages.

Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

12.14 Communications and Notice

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties.

12.15 Governing Law; Venue; Attorney Fees

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with the laws of Florida without regard to conflicts of law provisions. The Town and the Firm agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or, if a federal court claim in the United States District Court, Southern District of Florida. The Firm agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum of no convenience. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

12.16 Remedies

No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

12.17 Inspector General.

The Firm is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the Firm and its subcontractors and lower tier subcontractors. The Firm understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Firm or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Town to be a material breach of this Agreement justifying its termination.

12.18 Waiver.

Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

Nothing in this Agreement shall be interpreted to constitute a release of the

responsibility and liability of the Firm, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications, Supplemental Conditions or other documents and works, nor shall any approval by the Town be deemed to be an assumption of such responsibility by the Town for a defect or omission in designs, Construction Documents, Technical Specifications, Supplemental Conditions or other documents prepared by the Consultant, its employees, agents or sub-consultants.

12.19 Headings.

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

20.20 Counterparts; Digital Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, by electronic means.

20.21 Severability of Provisions.

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

12.22 Assignment.

This Agreement may not be assigned by the Firm without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services.

12.23 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

12.24 Entire Agreement; Controlling Provisions; Amendment

The Firm submitted its Proposal dated July 15, 2020 (the "Proposal") in response to the Request for Qualifications No. 107-2020 issued by the Town (the "RFP").

This Agreement, and the Firm's Proposal are incorporated into this Agreement in their entirety, and embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements

or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order:

- (1) This Agreement,
- (2) The RFP; and
- (3) The Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

This Agreement may only be modified by written amendment executed by the Town and the Firm. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the Town. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2018 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

WEST CONSTRUCTION, INC.

By: _____
Aurora Vega
Printed Name

By: _____
Matthew F. West
Printed Name

By: _____
Sandra Gutierrez
SANDRA GUTIERREZ
Printed Name

Activity ID	Activity Name	Original Duration	Start	Finish
1	CRAParkingLot Durations	191d	28-Oct-20	28-Jul-21
2	CRAParkingLot Durations	274d	28-Oct-20	28-Jul-21
3	0001 DESIGN PHASE DURATION (CALENDAR DAYS)	154d	28-Oct-20	30-Mar-21
4	0002 OVERALL CONTRACT DURATION (CALENDAR DAYS)	274d	28-Oct-20	28-Jul-21
5	0003 CONSTRUCTION PHASE DURATION (CALENDAR DAYS)	120d	31-Mar-21	28-Jul-21
6	CRAParkingLot Milestones	84d	31-Mar-21	28-Jul-21
7	0004 MILESTONE: CONSTRUCTION START	0d	31-Mar-21	31-Mar-21
8	0005 MILESTONE: SUBSTANTIAL COMPLETION	0d	28-Jul-21	28-Jul-21
9	CRAParkingLot Design	107d	28-Oct-20	30-Mar-21
10	CRAParkingLot Design.1 DESIGN	98d	28-Oct-20	03-Feb-21
11	0006 NOTICE OF AWARD (CALENDAR DAYS)	0d	28-Oct-20	28-Oct-20
12	0007 GEOTECHNICAL & SURVEY (CALENDAR DAYS)	28d	28-Oct-20	24-Nov-20
13	0008 PRELIMINARY DESIGN (30%)(CALENDAR DAYS)	14d	29-Nov-20	08-Dec-20
14	0009 OWNER REVIEW (30%)(CALENDAR DAYS)	7d	09-Dec-20	15-Dec-20
15	0012 CONSTRUCTION DOCUMENTS 90%(CALENDAR DAYS)	21d	16-Dec-20	05-Jan-21
16	0013 OWNER REVIEW 90%(CALENDAR DAYS)	7d	05-Jan-21	12-Jan-21
17	0014 CONSTRUCTION DOCUMENTS 100%(CALENDAR DAYS)	7d	13-Jan-21	19-Jan-21
18	0015 OWNER REVIEW 100%(CALENDAR DAYS)	7d	20-Jan-21	26-Jan-21
19	0016 FINAL PERMIT SET (CALENDAR DAYS)	7d	27-Jan-21	02-Feb-21
20	0017 SUBMIT TO LAKE PARK BUILDING DEPARTMENT (CALENDAR DAYS)	0d	03-Feb-21	03-Feb-21
21	CRAParkingLot Design.2 PERMITTING	78d	09-Dec-20	30-Jul-21
22	0018 SUBMIT TO DRC (CALENDAR DAYS)	0d	09-Dec-20	09-Dec-20
23	0019 COMMUNITY DEVELOPMENT REVIEW (CALENDAR DAYS)	21d	09-Dec-20	28-Dec-20
24	0021 SUBMIT TO SFWD FOR PAVING GRADING DRAINAGE APPROVAL (CALENDAR DAYS)	30d	16-Dec-20	14-Jan-21
25	0022 SUBMIT TO COUNTY FOR PAVING GRADING DRAINAGE APPROVAL (CALENDAR DAYS)	90d	16-Dec-20	15-Mar-21
26	0060 ADDRESS COMMUNITY DEVELOPMENT REVIEW COMMENTS	14d	30-Dec-20	13-Jan-21
27	0020 COMMUNITY DEVELOPMENT REVIEW #2 (CALENDAR DAYS)	14d	13-Jan-21	26-Jan-21
28	0024 ADDRESS COMMUNITY DEVELOPMENT REVIEW #2 COMMENTS	7d	27-Jan-21	02-Feb-21
29	0024 BUILDING DEPARTMENT REVIEW (CALENDAR DAYS)	56d	03-Feb-21	30-Mar-21
30	0023 PLANNING & ZONING APPROVAL (CALENDAR DAYS)	28d	08-Feb-21	07-Mar-21
31	0063 TOWN COMMISSION	28d	17-Feb-21	16-Mar-21
32	0025 BUILDING DEPARTMENT APPROVAL (CALENDAR DAYS)	0d	30-Mar-21	30-Mar-21
33	CRAParkingLot Design.4 SUBMITTALS	30d	03-Feb-21	04-Mar-21
34	0026 SHOP DRAWINGS & SUBMITTALS TO CITY	30d	03-Feb-21	04-Mar-21
35	CRAParkingLot.3 CONSTRUCTION PHASE	64d	31-Mar-21	28-Jul-21
36	CRAParkingLot.3 Staging	9d	31-Mar-21	12-Apr-21
37	0027 UTILITY LOCATES	2d	31-Mar-21	01-Apr-21
38	0028 SURVEY BOUNDARY LAYOUT	2d	02-Apr-21	05-Apr-21
39	0029 SILT FENCE & CATCH-BASIN PROTECTION	2d	05-Apr-21	07-Apr-21
40	0030 OFFICE TRAILER	1d	07-Apr-21	07-Apr-21
41	0031 WASHOUT AREA	1d	08-Apr-21	08-Apr-21
42	0032 TREE PROTECTION (As Needed)	1d	09-Apr-21	08-Apr-21
43	0033 TEMPORARY TRAILERS (As Needed)	2d	08-Apr-21	08-Apr-21
44	0034 MOT SETUP TEMP TRAILER & ADA RAMP	2d	09-Apr-21	12-Apr-21

West Architecture + Design, LLC,
West Construction, Inc.

ALL ACTIVITIES IN WORK DAYS EXCEPT WHERE NOTED

Data Date: 28-Oct-20
Final Completion Date: 28-Jul-21

Actual Level of Effort

Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

summary



RFP No. 107-2020 Design and Build of Downtown Lake Park CRA Parking Lot Project

25-Sep-20

#	Activity ID	Activity Name	Start	Finish	Capital Duration	2021	2022															
						Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
45	0035	TEMP UTILITIES CONNECTIONS & INSPECTION	09-Apr-21	13-Apr-21	2d																	
46	0036	CRA Parking Lot 3 Site Prep SITE PREPARATION	13-Apr-21	17-May-21	25d																	
47	0037	DEMOLITION & REMOVAL OF DEBRIS	13-Apr-21	19-Apr-21	5d																	
48	0037	RETENTION AREAS - REMOVAL OF EXCESS	20-Apr-21	29-Apr-21	5d																	
49	0038	SITE UTILITIES - DRAINAGE/SEWER/WATER	20-Apr-21	17-May-21	20d																	
50	0039	ELECTRICAL UNDERGROUND/SITE POWER	15d	27-Apr-21	15d																	
51	0040	BACKFILL AREAS	14-May-21	17-May-21	2d																	
52	0041	CRA Parking Lot 3 Site Improvements SITE IMPROVEMENTS	11-May-21	19-Jul-21	48d																	
53	0041	ROUGH GRADE SITE	11-May-21	17-May-21	5d																	
54	0042	FINAL GRADE SITE	13-May-21	19-May-21	5d																	
55	0043	SUBGRADE	17-May-21	21-May-21	5d																	
56	0044	INSTALL CURBS	19-May-21	02-Jun-21	10d																	
57	0045	INSTALL SIGNALS	21-May-21	04-Jun-21	10d																	
58	0046	INSTALL ASPHALT LIFT	07-Jun-21	11-Jun-21	5d																	
59	0047	SITE LIGHTING	14-Jun-21	16-Jun-21	5d																	
60	0048	INSTALL IRRIGATION	14-Jun-21	25-Jun-21	10d																	
61	0049	INSTALL TREES & SHRUBS	21-Jun-21	02-Jul-21	5d																	
62	0050	INSTALL SOD	28-Jun-21	02-Jul-21	5d																	
63	0051	INSTALL ASPHALT 2ND LIFT	06-Jul-21	12-Jul-21	5d																	
64	0052	PARKING LOT STRIPING & SIGNS	13-Jul-21	19-Jul-21	5d																	
65	0053	CRA Parking Lot 3.1 INSPECTIONS	20-Jul-21	28-Jul-21	7d																	
66	0053	FINAL ZONING INSPECTION	20-Jul-21	21-Jul-21	2d																	
67	0054	FINAL ENGINEERING INSPECTION	20-Jul-21	26-Jul-21	5d																	
68	0055	FINAL BUILDING INSPECTION	27-Jul-21	28-Jul-21	2d																	





West Architecture + Design, LLC.
West Construction, Inc.

ALL ACTIVITIES IN WORK DAYS EXCEPT WHERE NOTED

Data Date: 28-Oct-20
Final Completion Date: 28-Jul-21

Page 2 of 2

New Business

TAB 4



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 21, 2020

Agenda Item No. Tab 4

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING OFFICIAL/INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

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

Approved by Town Manager *[Signature]* Date: 10/15/2020

Nadia Di Tommaso / Community Development Director
Name/Title *ND*

<p>Originating Department: Community Development</p>	<p>Costs: \$ Revenue Sharing per the Contract / Legal Ad for RFP Funding Source: Legal Ad - Town Clerk Acct: #106-48100 <input type="checkbox"/> Finance <i>[Signature]</i></p>	<p>Attachments:</p> <ul style="list-style-type: none"> → Resolution 15-10-20 and Contract, includes fee schedule to be used for Revenue Sharing and Certificate of Insurance → Public Notice – Request for Proposals (RFP) → Copy of RFP 110-2020 Packet → Evaluation Committee Score Tables → Offeror packets (C.A.P. Government, Inc.; Calvin, Giordano & Associates, Inc.; Hy-Byrd, Inc.; and Joe Payne, Inc. <i>(Offeror packets will be included as separate files in the Commission Dropbox folder)</i>)
<p>Advertised: Date: 09-02-2020 Paper: Palm Beach Post <input type="checkbox"/> Not Required</p>	<p>All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.</p>	<p>Yes I have notified everyone <i>ND (through the Town Clerk's Office and pursuant to the purchasing guidelines)</i> OR Not applicable in this case ___ Please initial one.</p>

Summary Explanation/Background:

Staff is requesting that the Town Commission award the Building Official, Inspections and Related Services contract to C.A.P. Government, Inc.. The terms of the enclosed contract include a revenue sharing system whereby the contractor is paid pursuant to the permit revenue collected by the Town on a permit value percentage basis as follows:

70% CONTRACTOR /30% TOWN for building permits valued at \$1 - \$249,999

50% CONTRACTOR /50% TOWN for building permits valued at \$250,000 and over

The CONTRACTOR shall be compensated a minimum of \$5,000 per month (excluding any deductions that may be necessary due to overcharges or similar circumstances – additionally, this shall be waived in force majeure situations whereby the Town is forced to cease operations thereby halting revenue). For permits valued at \$16,000,000 and over, Contractor revenue-share payment shall not exceed \$100,000.

(while this cap is currently in place and we are proposing to keep it moving forward, the justification behind selecting a \$16M value as the permit value cap is due to the calculation in permit fee. Pursuant to our fee schedule, a \$16M permit value would generate \$200,100 in permit revenue. At the 50/50 split, the contractor would receive roughly \$100K. For permits valued at over \$16M, the permit fee would be over \$200K and the intent is to cap the revenue share at \$100K to the contractor in these instances)

Additional hourly rates, as may be required, for additional services as follows:

<i>Building Official</i>	<i>\$78.50</i>	<i>Per hour</i>
<i>Plans Examiner</i>	<i>\$72.50</i>	<i>Per hour</i>
<i>Building Inspector</i>	<i>\$70.00</i>	<i>Per hour</i>

<i>Natural Disaster services, including inspections and post-disaster building/property damage assessments</i>	<i>\$72.50</i>	<i>Per hour</i>
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<i>Code Enforcement (including testimony at Special Magistrate Hearings) – does not include normal day-to-day Building Official duties such as stop work orders and associated inspections</i>	<i>\$70.00</i>	<i>Per hour</i>
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<i>Drainage Systems (including enforcement of all MS4 NPDES Permit requirements)</i>	<i>\$78.50</i>	<i>Per hour</i>
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The Town has historically contracted for Building Official, Inspections and Related Services. For the past 18 years, the Town has contracted with HyByrd, Inc. the latest contract running through October 31, 2020. In order to keep the services competitive, the Town solicited proposals through a Request for Proposal (RFP) process (complete RFP #110-2020 packet is enclosed with this agenda item).

A total of four submittals were received by the bid opening of Friday, October 2, 2020 at 10:00am: C.A.P. Government, Inc.; Calvin, Giordano, & Associates, Inc.; HyByrd, Inc.; and Joe Payne, Inc. Per the Town's purchasing policy, an evaluation committee meeting was held Tuesday, October 6, 2020 at 10:00am. A scoring of each proposal was performed and the results of the scoring is illustrated on the enclosed score tables. The scoring was evaluated based on the evidence of

qualifications and experience of the firm; references provided; location considerations; and contract price (revenue-sharing and hourly). The scoring is based on a 100 point scale (total points are 300 with three reviewers). The higher the number, the better the rank.

C.A.P. Government, Inc. scored the highest (287 points), Calvin, Giordano & Associates, Inc. placed second (274 Points), Hy-Byrd, Inc. placed third (248 points), and Joe Payne, Inc. placed fourth (238 points). C.A.P. Government, Inc. was the only Offeror with an extensive Palm Beach County client list and the only Offeror who presented information on an Electronic Plan Review system to facilitate paperless reviews and work flow tracking.

Staff recommends that the Building Official/Inspections Services contract be awarded to C.A.P. Government, Inc. for a three-year contract commencing November 1, 2020, with the option for a one-time three-year renewal.

Recommended Motion: I move to APPROVE Resolution 15 -10-20.

RESOLUTION NO. 75-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING OFFICIAL/INSPECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 2, 2020, the Town of Lake Park (the Town) advertised a Request for Proposal seeking firms or individuals who could provide the professional Building Official/Inspection services; and

WHEREAS, the Town received proposals from four firms which were opened on October 2, 2020; and

WHEREAS, the Town's Evaluation Committee scored the four proposals at its October 6, 2020, Evaluation Committee Meeting; and

WHEREAS, the Town's Evaluation Committee ranked C.A.P. Government, Inc., the highest amongst the four firms who submitted proposals; and

WHEREAS, the Evaluation Committee recommends that the Commission select C.A.P. Government, Inc. to provide Building Official/Inspection services to the Town.

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

Section 1: The whereas clauses are incorporated herein.

Section 2: The Mayor is hereby authorized and directed to execute a Contract for Services with C.A.P. Government, Inc., a copy of which is attached hereto and incorporated herein as "Exhibit A".

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

EXHIBIT "A"

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20____, by and between the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as the TOWN, and **C.A.P. Government, Inc.** [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the TOWN and the CONTRACTOR agree as follows:

ARTICLE 1. SERVICES

The CONTRACTOR shall furnish a Building Official accessible and available to the Town's Community Development Department during business hours for in-person and electronic plan review and provide the necessary personnel to accommodate the TOWN's needs for the Community Development Department Building Official, Inspections, and Related Services as described in the Scope of Work/Specifications Section of the RFP (see **Attachment "A"**). Plan reviews shall be completed between 1-5 business days, depending on the scope of work associated with the plan review. Compensation shall be based on the following rate:

See **Attachment "B"** for Town Fee Schedule.

Revenue Sharing for Building Permit Revenue:

70% CONTRACTOR /30% TOWN for building permits valued at \$1 - \$249,999

50% CONTRACTOR /50% TOWN for building permits valued at \$250,000 and over

The CONTRACTOR shall be compensated a minimum of \$5,000 per month (excluding any deductions that may be necessary due to overcharges or similar circumstances – additionally, this shall be waived in force majeure situations whereby the Town is forced to cease operations thereby halting revenue). For permits valued at \$16,000,000 and over, Contractor revenue-share payment shall not exceed \$100,000.

Additional hourly rates, as may be required, for additional services as follows:

Building Official	\$78.50	Per hour
Plans Examiner	\$72.50	Per hour
Building Inspector	\$70.00	Per hour

Natural Disaster services, including inspections and post-disaster building/property damage assessments	\$72.50	Per hour
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Code Enforcement (including testimony at Special Magistrate Hearings) – does not include normal day-to-day Building Official duties such as stop work orders and associated inspections \$70.00 Per hour

Drainage Systems (including enforcement of all MS4 NPDES Permit requirements) \$78.50 Per hour

INSPECTIONS

Inspection scheduling, logging and all associated follow-up shall be handled by CONTRACTOR. The Town shall provide the CONTRACTOR with electronic copies all permits issued for inspection scheduling purposes. CONTRACTOR shall provide the TOWN with daily electronic inspection results. Failed inspections shall be charged a fee pursuant to the Town’s fee schedule. These payments shall be handled by the TOWN. Inspections shall be scheduled through the CONTRACTOR one business day prior by 4:00pm for the following business day (Town permits will reflect CONTRACTOR contact information for inspection scheduling purposes). Inspections shall be conducted by CONTRACTOR daily, Monday through Friday, except holidays, between the hours of 8:00am-12:00pm for inspections requested in the AM and between 12:00pm-5:00pm for inspections requested in the PM. Disputes on failed inspections shall be reviewed by the Town’s Community Development Director for a final determination. In these instances, CONTRACTOR is responsible for informing the TOWN and providing all relevant information for review.

The TOWN’S representative/liason during the performance of this Contract shall be the Community Development Director.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective November 1, 2020 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 4. The TOWN shall have the option to renew this Agreement for one (1) additional three (3) year period upon the same terms and conditions contained herein by providing written notice to CONTRACTOR at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. COMPENSATION TO CONTRACTOR

- A. **Generally** - The TOWN agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR’S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

- B. **Payments** - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the TOWN’S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the TOWN in advance for each

payment period. Invoices will normally be paid within thirty (30) days following the TOWN representative's approval. Revenue-Sharing payments will be made by the 15th of each month for the prior month's revenue and shall be documented to the Contractor with a copy of the Finance Department's intake log.

ARTICLE 4. TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days' prior written notice to the TOWN'S representative in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR or upon ninety (90) days' prior written notice in the event the TOWN is in compliance with the terms of this Contract. It may also be terminated, in whole or in part, by the TOWN, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5. PERSONNEL

- A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.
- B. All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- C. The CONTRACTOR warrants that all services shall be performed by skilled, licensed and competent personnel to the highest professional standards in the field.
- D. All of the CONTRACTOR'S personnel (and all Subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security.

ARTICLE 6. INSURANCE

- A. Prior to execution of this Contract by the TOWN the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the TOWN'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

The CONTRACTOR shall maintain during the life of this contract:

Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with 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 contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.

Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONTRACTOR shall notify the TOWN in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONTRACTOR acknowledges that the TOWN is relying on the competence of the CONTRACTOR to design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONTRACTOR'S negligent errors and omissions, CONTRACTOR shall promptly rectify them at no cost to TOWN and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

The TOWN OF LAKE PARK 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 term of the contract, and any extensions thereof. It shall be the responsibility of the CONTRACTOR to ensure that all subcontractors are adequately insured or covered under their policies. A complete certified copy of the insurance policy(ies) is required.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+, of which evidence shall be provided to the TOWN's representative. 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. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the CONTRACTOR and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

ARTICLE 7. INDEMNIFICATION/HOLD HARMLESS

- A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the TOWN, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. The CONTRACTOR shall not be required to indemnify the TOWN, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the TOWN, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the TOWN or the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 8. SUCCESSORS AND ASSIGNS

The TOWN and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONTRACTOR.

ARTICLE 9. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 10. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 11. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the TOWN shall be that of an Independent Contractor and not as employees or agents of the TOWN.
- B. The CONTRACTOR does not have the power or authority to bind the TOWN in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 12. NONDISCRIMINATION

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

ARTICLE 13. ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14. AUTHORITY TO CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN'S representative upon request.

ARTICLE 15. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

ARTICLE 17. MODIFICATIONS OF WORK

The TOWN reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the TOWN'S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

If the TOWN elects to make the change, the TOWN shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the Town of Lake Park.

ARTICLE 18. NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Lake Park
535 Park Avenue
Lake Park, Florida 33410
Attention: John D'Agostino/Town Manager

and if sent to the CONTRACTOR shall be mailed to:

C.A.P. Government, Inc.
(Main Address in Palm Beach County)
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
Attention: Carlos A. Penin, P.E.

(Address to use for Notices)
343 Almeria Avenue
Coral Gables, FL 33134
Attention: Carlos A. Penin, P.E.

ARTICLE 19. ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 17- Modifications of Work.

ARTICLE 20. PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the TOWN'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the TOWN or employees of the TOWN, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 21. WAIVER

Failure of the TOWN to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of TOWN'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 22. PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 23. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and TOWN may at its option and without notice terminate this Contract.

ARTICLE 24. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the TOWN and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 25. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 26. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. All Town-related records, whether paper or electronic are deemed Town property and must be provided to the Town upon request or termination of Contract.

ARTICLE 27. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the TOWN Commission of the TOWN of Lake Park or its designated representative.

ARTICLE 28. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 29. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from the CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of contractor or its subcontractors to

fully cooperate with the Inspector General when requested may be deemed by the TOWN to be a material breach of the Contract Documents justifying termination.

ARTICLE 30. PUBLIC RECORDS

The CONTRACTOR is required to:

- A. Keep and maintain public records required by the Town to perform the service.
- B. Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- C. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Contract, and following completion of this Contract if the CONTRACTOR does not transfer the records which are part of this Contract to the Town.
- D. Upon the completion of the term of the Contract, transfer, at no cost, to the Town all public records in possession of the CONTRACTOR; or keep and maintain the public records associated with the services provided for in the Contract. If the CONTRACTOR transfers all public records to the Town upon completion of the term of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the CONTRACTOR keeps and maintains public records upon completion of the term of the Contract, the CONTRACTOR shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- E. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

TOWN OF LAKE PARK

CONTRACTOR:

BY: _____
MAYOR

BY: _____
Name:
Title:

ATTEST:

WITNESSED BY:

BY: _____
TOWN CLERK

Print Name:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
TOWN ATTORNEY

ATTACHMENT "A"
Scope of Work/Specifications Section of the RFP

(FROM RFP #110-2020)

Each Proposal shall demonstrate the Offeror's experience in providing the requested services listed herein. Such experience shall include, but is not be limited to:

The Town of Lake Park requests proposals from all qualified and interested Offerors with the experience and technical qualifications to provide comprehensive Community Development Building Official Services, Inspections and related services. Offerors shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Lake Park. The selected Offeror will be responsible for all Building-related services including, but not limited to, permit reviews, plans examining, Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections related to the Florida Building Code, drainage system inspections (registered floodplain manager is beneficial to assist with floodplain administration), natural disaster inspections and building damage assessments (will act as critical staff in the event of natural disaster) and all communications and meetings required by the Town involving these Building Division responsibilities and projects.

In the two fiscal year period from October 1, 2018 through September 30, 2019 (FY 19) AND October 1, 2019 through present (FY 20 - with only 1 month remaining this fiscal year), the Town of Lake Park collected gross amounts of approximately \$296,000 for FY 19 and approximately \$261,000 for FY 20 (with one month remaining – FY 20 was also quite unique due to COVID and associated closures) in Building Permits, re-inspections, and plan revision/sub-permit fees, Total revenue is anticipated to be on the rise for FY 21.

Building Official

The Offeror shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating inspections and serving as technical advisor for the building department, as well as generating building reports, issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with Building Department activities/actions.
- Liaison to the construction industry, State, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;
- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;

- Reviewing State Statutes affecting construction and determines the impact on the Town and Department; and
- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town's Building Official, when needed by the Town.
- Assisting the Town in its participation in the National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town's Floodplain Administrator.
- Maintaining all National Incident Management System (NIMS) certifications

Plans Examiner

The Offeror shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The Offeror shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The Offeror must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by State law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Additional Services

The Offeror shall be responsible for providing qualified individuals to perform the following additional services:

1. Natural disaster services, including inspections and post-disaster building/property damage assessments.
2. Code enforcement inspections, including testimony at Special Magistrate hearing (as necessary)

3. Inspection of Stormwater Drainage Facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The Inspector(s) and Plans Examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The Offeror shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the Offeror. All field personnel are required to pass a Level Two (2) background check as per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer (may be in separate areas) with internet access at Town Hall during on-site office hours.

Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

1. Responses to public inquiries (same business day, or within one business days or scheduled appointment during on-site office hours).
2. Plan review (within one to five business days depending on the nature of the permit).
3. Inspections (all inspections are to be scheduled and performed on the next business day for requests made prior to 4:00 p.m. the prior day). The inspection system shall reflect the most current information.

Performance Standards:

This subsection provides a summary of the minimum performance standards for the Offeror. Final provisions shall be determined during contract negotiations:

1. Under normal circumstances, all inspections shall be conducted within the regular business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
2. Offeror shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days a week and be available by telephone or on-call at all other times during regular business hours.

3. Inspector(s), Plans Examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.
4. Workloads for the Inspector(s) and Plans Examiner will vary based on need; and inspections performed should also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town. Information regarding post-natural disaster required assessments included herein.
5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
6. All personnel performing services shall be fluent in English.
7. The Offeror shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
8. Offeror employees shall maintain all necessary licensure and certifications required to perform under this Contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the Offeror providing services shall be the property of the Town.
10. The Offeror shall coordinate activities with the Florida Building Commission as needed.
11. The Offeror shall coordinate activities with the Palm Beach County Fire Department Staff.
12. The Town prefers that the Offeror review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
13. The Town prefers that the Offeror maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

ATTACHMENT "B"

Town Fee Schedule

(future amendments may supersede this version)

_____ = Revenue-Sharing Items / _____ = Reimbursed 100% to CONTRACTOR, pursuant to contracted hourly rates / _____ (no shading) = Retained 100% by the TOWN

Building Permit Fees		
The Permit Fee Schedule shall be based on total valuation as follows:		
No.	TYPE OF FEE	FEE
	Base Fee for Zoning Reviews Only (for example commercial paint permits, or landscape permits) and for Telecommunication permit applications.	\$100 (State surcharge does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$100.00
	\$2,500.00 - \$999,999.00 in value	\$100.00 plus 2.0%
	\$1,000,000 and up in value	\$100.00 plus 1.25%
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, an inspection fee will be assessed.		
	Re-inspection Fee	\$75.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statute
Additional Permit-Related Fees		
	Permit Revision Administrative Fee utilizing the same Permit number	\$50.00
	Sub-Permit Administrative Fee	\$50.00
	Administrative Fee for Permit Renewal/Reissuance	\$60.00
ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related		
Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge.		
Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract		

PERMIT PENALTIES		
Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.		
MOVING PERMIT FEES:		
	For the moving of any building or structure exceeding 500 Sq Ft the Permit Fee shall be:	\$500.00
CONTRACTOR REGISTRATION FEES:		
	With Palm Beach County registration with a "W" designation	\$2.00
	All Other Contractors	\$10.00
SIGN PERMIT FEES:		
	Minimum Permit Fee up to \$ 3,000.00 in value	\$100.00
	\$3,000.00 and up in value	\$200.00
	Window Signage (per store window frontage)	\$50.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2020

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company NAIC# 19682 INSURER B: Navigators Specialty Insurance Company 36056 INSURER C: Twin City Fire Insurance Company 29459 INSURER D: Endurance American Specialty Insurance Com 41718 INSURER E: INSURER F:	

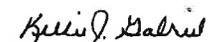
COVERAGES **CERTIFICATE NUMBER: W18255123** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	83 UEN SH2010	09/05/2020	09/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	83 UEN SH2011	09/05/2020	09/05/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			GA20UMRZ0693LIC	09/05/2020	09/05/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	83 WE SH280E	09/05/2020	09/05/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions Claims Made Retro Date: 09/06/1996			DPL 10005502006	09/05/2020	09/05/2021	Design Prof Liability \$2,000,000 Network Security/Priv \$1,000,000 Retention \$75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Voids and Replaces Previously Issued Certificate Dated 10/12/2020 WITH ID: W18248156.

TOWN OF LAKE PARK is included as Additional Insured as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER TOWN OF LAKE PARK 535 PARK AVENUE LAKE PARK, FL 33403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**TOWN OF LAKE PARK
REQUEST FOR PROPOSALS (RFP)
PUBLIC NOTICE**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida will be accepting sealed proposals for:

**COMMUNITY DEVELOPMENT BUILDING OFFICIAL,
INSPECTIONS AND RELATED SERVICES**

**TOWN OF LAKE PARK
Town Bid Proposal No. 110-2020**

Notice is hereby given that the Town of Lake Park is soliciting proposals for Community Development Building Official, Inspections and Related Services. Proposals may be mailed by regular or express mail courier service or hand delivered to the Town of Lake Park at 535 Park Avenue, Lake Park, Florida 33403. **All sealed proposals must be submitted with one original unbound, tabbed, and clipped version that includes a title page listing the name of the RFP and identifying the Offeror. Additionally, Offerors shall submit four (4) bound and tabbed copies and one digital PDF on a labeled CD/DVD or thumb drive. PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS:**

**“COMMUNITY DEVELOPMENT BUILDING OFFICIAL,
INSPECTIONS AND RELATED SERVICES
TOWN OF LAKE PARK
Town Bid Proposal No. 110-2020”**

Proposals shall be sent to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

(see RFP packet for additional originating Department information)

Pre-bid informational meeting: No mandatory pre-bid meeting. Questions shall be submitted through the Town Clerk's Office.

A response to a competitive solicitation shall be directed to the attention of the Town Clerk and submitted by 10AM EST on or before Friday, October 2, 2020. Any response received after the deadline, or which is submitted at a location other than at the location specified in the solicitation shall be deemed unresponsive and shall be returned unopened to the offeror. It shall be the offeror's sole responsibility to ensure that its response reaches the specified place for receipt of responses to solicitations and by the time specified in the solicitation document. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or a town employee to successfully deliver a response, or for a mistake in the delivery of a response to a location other than the location designated in the solicitation.

Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submission.

Proposal Documents

Offerors desiring copies of the RFP document for use in preparing a proposal may request a copy by calling the Office of the Town Clerk at (561) 881-3311, 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, or emailing townclerk@lakeparkflorida.gov. All correspondence and requests for information regarding this RFP shall be submitted in writing by regular mail or via email to townclerk@lakeparkflorida.gov.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by an unauthorized person or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Notice of the intent to award, along with a tabulation of the results of an evaluation, shall be posted by the Town Clerk on the Town's website at least five business days prior to the commission's consideration of an award. The Town Clerk shall also provide all offerors affected by the proposed award written notice of the intent to award by email at the same time as the notice of intent to award is posted on the Town's website.

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: September 2, 2020, Palm Beach Post

**Request for Proposals (RFP) 110-2020 for
Community Development Building Official,
Inspections and Related Services**



TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK, FL 33403

TABLE OF CONTENTS

Request for Proposals Cover Page/Table of Contents	Pages 1-2
Public Notice	Pages 3-4
General Instructions, including Timeline	Page 5
Terms and Conditions, including Scoring Criteria	Pages 6-11
Scope of Work/Specifications	Pages 12-15
Required Forms	Pages 16-25

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Vivian Mendez, MMC
Town Clerk
TOWN OF LAKE PARK, FLORIDA
Published on: September 2, 2020, Palm Beach Post

GENERAL INSTRUCTIONS

Refer to the Public Notice included hereinabove for details.

In addition, please note that the Town Clerk's Office advertised this proposal on behalf of the Community Development Department. All communications shall occur through the Town Clerk's Office (see procedural and Cone of Silence provisions herein). Following the Evaluation Committee meeting, the Community Development Department, who is also acting as the 'official' for the purposes of this solicitation, may communicate with the highest scoring Offeror regarding contractual terms that are required prior to presentation to the Town Commission.

TIMELINE:

Advertised: Wednesday, September 2, 2020

Bid Opening (deadline for submission): Friday, October 2, 2020 at 10am

Evaluation Committee Meeting (selection made): Tuesday, October 6, 2020 at 10am

Standard Contract Finalized: No later than end of business day Friday, October 9, 2020

Recommendation to Award Contract: Wednesday, October 21, 2020 – Town Commission Meeting *(the Commission has full discretion to either agree with the Evaluation Committee selection and award the contract, or disagree with justification and request that Staff return at the following meeting with the Commission's selection)*

TERMS AND CONDITIONS

ACCEPTANCE/REJECTION

The Town may, at any time and in its sole discretion, reject all responses to solicitations and may or may not choose to seek solicitation in the future.

CERTIFICATION

When applicable, Offeror must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the Offeror shown on the Proposal page.

PROPOSAL FORMS

In filling out proposal forms enclosed herein, Offerors shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith.
- (B) Proposal amount shall be shown in words and figures.
- (C) Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Offeror with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If an Offeror wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF OFFERORS

A contract shall be awarded to the responsible and responsive Offeror whose proposal is determined to be the most advantageous to the town, taking into consideration the price and other evaluation criteria set forth in this RFP. Each Offeror shall submit the following information with its proposal:

- A. A list of five (5) client references providing the client name, address, project representative and telephone number for clients served within the past three (3) years of which at least three (3) are governmental entities. Include a brief description of the services performed for each client.
- B. List of equipment and facilities available to do the work.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.
- E. A proposed organizational chart identifying professionals to provide building official, plan review, building inspection and related services for the Town and their area of responsibilities and certifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

SITE ACCESS AND DUTIES

For the performance of the contract, the Offeror will be permitted to occupy such portions of the Town Hall as permitted by the owner or its representative or as necessary to complete requested services. He/She shall leave the site of work in a neat and orderly condition equal to that which originally existed.

REGULATIONS, PERMITS AND FEES

The selected Offeror will be required to obtain at its own expense all licenses required to provide the required services to the Town. The selected Offeror must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of two (2) years, commencing on November 1, 2014, with one (1) additional two (2) year renewal term at the option of the Town. No cost increase to the Town shall be imposed within the initial term or renewal term, as applicable.

SCORING CRITERIA

In evaluating the Proposals, the Town anticipates utilizing the following point allocations and criteria (Offeror shall demonstrate ability to perform and/or provide examples of successful performance where applicable):

Max. Points	Category
25	<p><i>Qualifications and Experience of Offeror</i></p> <ul style="list-style-type: none"> • Qualifications and experience with similar projects • Experience working with Government Agencies • Availability of qualified personnel • Certifications/Licenses
15	<p><i>References (provide a minimum of 5)</i></p> <ul style="list-style-type: none"> • Provide at least three (3) government references from the past three (3) years • Demonstrated environment for good communication
10	<p><i>Location considerations and its impacts on maintaining effective communication between the Town & Consultant</i></p>
50	<p><i>Contract Price (Agreement to Cost-sharing percentages (or new proposal – see form details) and separate hourly rates for additional services)</i></p>

Cone of Silence.

An offeror shall not communicate with any elected or appointed town official or employee other than a person listed in the document soliciting bids or proposals prior to the time an award has been made by the town commission. Any communication between the offeror and the town shall be submitted to the office of the town clerk, or of the official referenced in the RFP. Any violation of the Cone of Silence imposed herein shall be grounds for the disqualification of an offeror.

Equal opportunity/minority and women business enterprise.

The town shall use its best efforts to ensure that minority, women and veteran owned businesses shall have an equitable opportunity to participate in the town's procurement process and that no business shall be excluded from participation in, denied benefits of, or be otherwise discriminated against in connection with the award and performance of any contracts with the town because of race, color, religion, national origin, age, sexual orientation, gender, marital status, handicap or physical impairment.

Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its RFP, a five percent bid preference for:

1. Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or
2. Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by § 288.703, F.S..

Public Records

All responses to solicitations shall become public records and shall be subject to public disclosure once opened.

With respect to public records, the Contactor/ Vendor is required to:

#.1 Keep and maintain public records required by the Town to perform the service.

#.2 Upon the request of the Town's custodian of public records, provided the town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

#.3 Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.

#.4 Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.

#.5 IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the Town Clerk's Office. Should it be necessary, a written addendum will be incorporated into the RFP. The Town will not be responsible for any oral instructions, clarifications, or other communications other than the original RFP or any written addenda.

Conflict of Interest

If any individual member of a proposing Offeror, or an employee of a proposing Offeror, or an immediate family member of the same is also a member of any board, Commission, or agency of the Town, that individual is subject to conflict of interest. No official or employee shall enter into any contract or other transaction for goods or services with their respective county or municipality. This prohibition extends to all contracts or transactions between the county or municipality as applicable or any person, agency or entity acting for the county or municipality as applicable, and the official or employee, directly or indirectly, or the official or employee's outside employer or business. Any such contract, agreement, or business arrangement entered into in violation of this subsection may be rescinded or declared void by the board of county commissioners pursuant to section 2-448(c) or by

the local municipal governing body pursuant to local ordinance as applicable. A copy of the Town of Lake Park, Palm Beach County, and State Ethics Codes is available at the Town Clerk's Office, 535 Park Avenue, Lake Park, FL 33403.

Indemnification/Hold Harmless Agreement

The successful Professional or Organization shall agree to indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them or (ii) the failure of the successful Professional or Organization to comply with any of the requirements specified within the contract, or the failure of the successful Professional or Organization to conform to statutes, ordinances, or other regulations or requirements of any successful Professional or Organization expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of successful Professional or Organization, or any of its contractual staff, if applicable and as provided above, for which the successful Professional's or Organization's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws.

Insurance

Within ten (10) days after notification of award, the successful Professional or Organization shall furnish Evidence of Insurance to the Town Clerk, who shall in turn submit it to the Human Resources Director as the Town's Risk Manager.

Execution of a contract is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this RFP, the successful Professional or Organization shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the successful Professional or Organization fails to submit the required insurance documents in the manner prescribed in this RFP, within fifteen (15) calendar days after the successful Professional or Organization has been made aware of Commission award, the successful Professional or Organization may be in default of the contractual terms and conditions. Under such circumstances, the successful Professional or Organization may be prohibited from submitting future proposals to the Town. Information regarding any insurance requirements shall be directed to the Human Resources Director as the Town's Risk Manager, at (561) 881-3310. Additionally, successful Professional or Organization may be liable to the Town for the cost of re-procuring the services, caused by successful Professional's or Organization's failure to submit the require documents.

Offeror's Warranty

Offeror warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services specified herein.

Lobbying

All Offerors are hereby placed on notice that the Town Commission, Selection Committee, and Staff do not wish to be lobbied, either individually or collectively about the project for which the Offeror has a submitted proposal. During the process from the proposal publish date to Town Commission

selection, individuals or its agent shall not contact any member of the Town Commission, employee of the Town of Lake Park, or member of the Selection Committee in reference to this proposal, with the exception of the Town Clerk or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of contract.

Inspector General

In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this RFP may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

Inquiries/Request for Clarification

All questions about the meaning or intent of the RFP Documents must be directed, in writing, to the Town Clerk's Office, ~~as provided in the Advertisement/Request for Statement of Qualifications. Questions received after Friday, March 6, 2020 12:00pm shall not be answered.~~ Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. All inquiries, addendums, and request for clarifications will be posted on www.demandstar.com and on the Town of Lake Park's website www.lakeparkflorida.gov. Demandstar will automatically notify all plan holders of any inquiries, addendums, and request for clarifications once posted by the Town of Lake Park.

SCOPE OF WORK/SPECIFICATIONS

Each Proposal shall demonstrate the Offeror's experience in providing the requested services listed herein. Such experience shall include, but is not be limited to:

The Town of Lake Park requests proposals from all qualified and interested Offerors with the experience and technical qualifications to provide comprehensive Community Development Building Official Services, Inspections and related services. Offerors shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes. Work will be performed within the Town of Lake Park. The selected Offeror will be responsible for all Building-related services including, but not limited to, permit reviews, plans examining, Building Official duties in accordance with state statutory provisions, building inspections, code enforcement inspections related to the Florida Building Code, drainage system inspections (registered floodplain manager is beneficial to assist with floodplain administration), natural disaster inspections and building damage assessments (will act as critical staff in the event of natural disaster) and all communications and meetings required by the Town involving these Building Division responsibilities and projects.

In the two fiscal year period from October 1, 2018 through September 30, 2019 (FY 19) AND October 1, 2019 through present (FY 20 - with only 1 month remaining this fiscal year), the Town of Lake Park collected gross amounts of approximately \$296,000 for FY 19 and approximately \$261,000 for FY 20 (with one month remaining – FY 20 was also quite unique due to COVID and associated closures) in Building Permits, re-inspections, and plan revision/sub-permit fees, Total revenue is anticipated to be on the rise for FY 21.

Building Official

The Offeror shall be responsible for providing a qualified Building Official, with a minimum of 10 (ten) years experience in the construction industry, who is responsible for ensuring compliance with the Florida Building Code; federal, state and local ordinances; and statutes regarding health, safety and welfare; and Federal Emergency Management Contractor requirements. The Building Official provides direct regulatory responsibilities for plan review, inspections and enforcement. Other specific duties include but are not limited to:

- Responsible for assisting in the permitting process established by the Town with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
- Coordinating inspections and serving as technical advisor for the building department, as well as generating building reports, issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with Building Department activities/actions.
- Liaison to the construction industry, State, contractors and the general public, and providing direct customer service in person or by telephone/e-mail;

- Providing administrative guidance to technical and clerical staff engaged in construction, permitting, inspection and recording of data;
- Reviewing State Statutes affecting construction and determines the impact on the Town and Department; and
- Reviewing, researching, and making recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures and serving as an expert witness as the Town's Building Official, when needed by the Town.
- Assisting the Town in its participation in the National Flood Insurance Program's ("NFIP") Community Rating System ("CRS"), including, but not limited to, attending and participating in all NFIP meetings and audits alongside the Town's Floodplain Administrator.
- Maintaining all National Incident Management System (NIMS) certifications

Plans Examiner

The Offeror shall be responsible for providing a qualified plans examiner, with a minimum 5 (five) years experience in the construction industry, who will enforce the current Florida Building Code and Town of Lake Park Code of Ordinances, specifically including the Zoning Code regulations in working with Community Development staff. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development and all residential and non-residential additions/re-models for compliance with codes. Other duties include determining building permit valuations for inspected construction projects, impact fee calculations and providing the Town with recommended code revisions that are either desirable or required.

Building Inspector

The Offeror shall be responsible for providing qualified inspector(s), with a minimum 5 (five) years experience in the construction industry, who shall have knowledge of, and comply with, the laws and regulations relating to the enforcement of the current Florida Building Code and the Ordinances of the Town. The Offeror must provide both residential and commercial licensed inspector/s whose combined certifications include all trades (commercial building, electrical, plumbing, mechanical, and one, two and multi-family dwellings). Inspections shall include new building construction, repair, addition, remodeling, demolition or alteration projects that require permitting indicating compliance with building, plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility, and other construction codes as required by State law or Town codes. Change of occupancy inspections for businesses shall also be included. Other duties include complaint investigations, hazardous building inspections and assistance with the prosecution of building code and hazardous building violations.

Additional Services

The Offeror shall be responsible for providing qualified individuals to perform the following additional services:

1. Natural disaster services, including inspections and post-disaster building/property damage assessments.
2. Code enforcement inspections, including testimony at Special Magistrate hearing (as necessary)
3. Inspection of Stormwater Drainage Facilities (qualified individual shall be familiar with the requirements of the Palm Beach County Municipal Separate Stormwater System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit).

Personnel and Equipment:

Contract employees shall be neat and clean in appearance and shall display their identification to the public and keep such identification on their person at all times. All employees assigned to this contract shall be physically able to perform all job requirements and conduct themselves in a courteous, positive and professional manner. Professional and personal behavior of contract staff shall be in keeping with the Town's expected conduct guidelines and personnel policies. Any staff member that does not perform in accordance with the Town's standards may be removed at the request of the Town. The Inspector(s) and Plans Examiner shall only perform building code inspections and plan reviews that are within the disciplines covered by such individual's license or certification pursuant to Florida Statute (Chapters 468, 471 or 481).

The Offeror shall provide its general employee background check policy, the background services company name, pre-employment testing procedures, current employee screening methods, and a list of any offenses that would exclude someone from employment with the Offeror. All field personnel are required to pass a Level Two (2) background check as per Chapter 435, Florida Statutes. Verification of background check and current list of employees that will be used on this contract shall be provided upon award. The employee list will need to be updated anytime there is a change in/addition to staff.

The Town shall provide a desk, phone and computer (may be in separate areas) with internet access at Town Hall during on-site office hours.

Timeframes:

During the course of performing Building Division services, the following response times shall be adhered to:

1. Responses to public inquiries (same business day, or within one business days or scheduled appointment during on-site office hours).

2. Plan review (within one to five business days depending on the nature of the permit).
3. Inspections (all inspections are to be scheduled and performed on the next business day for requests made prior to 4:00 p.m. the prior day). The inspection system shall reflect the most current information.

Performance Standards:

This subsection provides a summary of the minimum performance standards for the Offeror. Final provisions shall be determined during contract negotiations:

1. Under normal circumstances, all inspections shall be conducted within the regular business hours of 8:30am to 5:00pm, Monday through Friday, and inspection results made available by 10:00am the following business day.
2. Offeror shall provide a Building Official and/or Building Inspector on-site at Town Hall for a minimum of one (1) hour, five (5) days a week and be available by telephone or on-call at all other times during regular business hours.
3. Inspector(s), Plans Examiner and Building Official shall maintain appropriate licensure in accordance with Florida State Statutes.
4. Workloads for the Inspector(s) and Plans Examiner will vary based on need; and inspections performed should also take place during inclement weather, unless natural disaster or unsafe conditions require suspension of such activities by the Town. Information regarding post-natural disaster required assessments included herein.
5. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply. The following standards shall be adhered to or exceeded whenever possible. Responses to customer inquiries will be provided within one (1) business day of receipt. Customer appointments shall be promptly attended as per pre-scheduled times.
6. All personnel performing services shall be fluent in English.
7. The Offeror shall work with the Town to continuously upgrade a program of disseminating information to keep contractors and members of the public aware of any and all code changes, and the logic underlying the changes.
8. Offeror employees shall maintain all necessary licensure and certifications required to perform under this Contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Town of Lake Park.
9. All sketches, tracings, drawing, computation details, designs, calculations, records from inspections, work papers and other documents and plans that result from the Offeror providing services shall be the property of the Town.
10. The Offeror shall coordinate activities with the Florida Building Commission as needed.
11. The Offeror shall coordinate activities with the Palm Beach County Fire Department Staff.
12. The Town prefers that the Offeror review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
13. The Town prefers that the Offeror maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating.

REQUIRED FORMS

(ALL must be completed)

STATE PRICE IN WORDS AND FIGURES

Price proposal shall be all inclusive to include costs for all functions and duties generally assigned to the building division employees listed in the RFP, any and all benefits, taxes and insurance, and any and all equipment necessary to perform the work (not provided by the Town). The all inclusive contract cost must be based on the following:

TOTAL PROPOSAL: TO PROVIDE COMMUNITY DEVELOPMENT BUILDING OFFICIAL, INSPECTIONS AND RELATED SERVICES FOR THE TOWN OF LAKE PARK

Building Official, Inspections and Related Services (Each proposal must contain a revenue share percentage for permit applications, inspections and revisions/sub-permits; and hourly rates for additional services. Contract compensation will be based on cost-sharing and additional service fees)

A. Revenue Sharing Percentages (see additional Form herein)

B. Additional Hourly Loaded Billing Rates (as may be required):

Building Official:

_____ per hour

Plans Examiner:

_____ per hour

Building Inspector:

_____ per hour

Related Services

Natural disaster services, including inspections and post-disaster building/property damage assessments:

_____ per hour

Code Enforcement Inspections (including testimony at Special Magistrate hearing):

_____ per hour

Inspection of Drainage Systems (including enforcement of all MS4 NPDES Permit requirements): _____ per hour

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Offeror Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number (s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Offeror agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICIATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOACLLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Offerors must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Offeror's Offeror or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of my knowledge, the undersigned Offeror has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

_____ The undersigned Offeror, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Offeror Name

Signature

Name and title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Offeror Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free
workplace and has a
(Offeror (Company) Name)
Substance abuse policy in accordance with and pursuant to Section 440.102,
Florida Statutes.

Acknowledged by:

Offeror Name

Signature

Name and title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____, the Offeror that has submitted a Proposal to perform work for the following:
RFP No.: _____
Title: _____
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Offeror 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 Offeror, Offeror or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, Offeror, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. 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 Offeror 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 ____ day of _____,
20__, by _____,
_____, who is personally known to me or who has produced
_____, as identification.

SEAL

NotarySignature: _____
NotaryName: _____
NotaryPublic(State): _____
My Commission No.: _____
Expires on: _____

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or Offeror other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: _____

Title: _____

Date: _____

**AGREEMENT TO THE FOLLOWING COST SHARING SCENARIO
AND INSPECTIONS PROCEDURE**

Offeror agrees to the following cost sharing percentage as follows (*if Offeror would like to propose an alternative cost-sharing scenario that is more advantageous to the Town from a retention of revenue standpoint, this shall be inserted below with any desired added details for consideration*):

70% Offeror/30% Town for building permits valued at \$1 - \$249,999

50% Offeror/50% Town for building permits valued at \$250,000 and over

The Offeror shall be compensated a minimum of \$5,000 per month (excluding any deductions that may be necessary due to overcharges or similar circumstances – additionally, this shall be waived in force majeure situations whereby the Town is forced to cease operations thereby halting revenue). For permits valued at \$16,000,000 and over, Contractor cost-share payment shall not exceed \$100,000.

Inspection scheduling, logging and all associated follow-up shall be negotiated at the Contract stage when an Offeror is selected, so as to evenly distribute (to the greatest extent possible) responsibilities between the Offeror and the Town.

Acknowledged by:

(*Check One*)

I agree to the above terms

I propose modifying the above terms per the details included above

Offeror Name

Signature

Name and title (Print or Type)

Date

(Town's existing fee schedule included on the next page as a reference)

= Cost-Sharing Items / = Reimbursed 100% to selected OFFEROR, pursuant to final contracted hourly rates / (no shading) = Retained 100% by the Town of Lake Park

Town's Existing Fee Schedule

Building Permit Fees		
The Permit Fee Schedule shall be based on total valuation as follows:		
No.	TYPE OF FEE	FEE
	Base Fee for Zoning Reviews Only (for example commercial paint permits, or landscape permits) and for Telecommunication permit applications.	\$100 (State surcharge does not apply)
	Minimum Permit Fee up to \$2,499.00 in value	\$100.00
	\$2,500.00 - \$999,999.00	\$100.00 plus 2.0%
	\$1,000,000 and up	\$100.00 plus 1.25%
If a building permit requires Engineering review, this will be assessed at an additional fee per the Town's Engineering contract, with a minimum one (1)-hour charge.		
	Inspection Fee	\$40.00
All permit applications will include required inspections in the permit fee. If additional non-permit related inspections; zoning certificate inspections; structural code compliance inspections; fire damage inspections; courtesy inspections; and all other inspections not otherwise listed are required, a \$40 inspection fee PER inspection will be assessed		
	Re-inspection Fee	\$75.00
	Low-Voltage alarm system permit or low-voltage electric fence	As defined by Florida State Statute
Additional Permit-Related Fees		
	Permit Revision Administrative Fee utilizing the same Permit number	\$50.00
	Sub-Permit Administrative Fee	\$50.00
	Administrative Fee for Permit Renewal/Reissuance	\$60.00
ADDITIONAL PLAN REVIEW & RELATED SERVICES FEE for non-permit related		
Building Official; Plans Examiner; Building Inspector; and Related Services Per hour fee based on Town Contract, minimum half-hour charge.		
Holiday/Weekend Inspections (minimum three (3)-hour charge) Per hour fee based on Town Contract		

PERMIT PENALTIES		
Any person who commences any work on a building or structure where a building or sign permit is required, who has not obtained the prior written approval from the Town's Building Official, or has not obtained the required building or sign permit shall be subject to the assessment of a penalty of two times (2Xs) the required permit fees listed herein, in addition to the regular permit fees.		
MOVING PERMIT FEES:		
	For the moving of any building or structure exceeding 500 Sq Ft the Permit Fee shall be:	\$500.00
CONTRACTOR REGISTRATION FEES:		
	With Palm Beach County registration with a "W" designation	\$2.00
	All Other Contractors	\$10.00
SIGN PERMIT FEES:		
	Minimum Permit Fee up to \$ 3,000.00 in value	\$100.00
	\$3,000.00 and up in value	\$200.00
	Window Signage (per store window frontage)	\$50.00

<u>SCORE TABLE - RFP# 110-2020</u>		C.A.P. Government, Inc.	Calvin, Giordano & Associates, Inc.	Hy-Byrd, Inc.	Joe Payne, Inc.
<i>submitted required forms (drug free workplace; public entity crimes; proposal form, etc., see RFP) - **insurance limits required prior to contract execution</i>				Did not provide an org chart	
Qualifications & Experience of Firm - Total of 25 points					
Qualifications/Experience with Similar Projects (5 points)		5	5	0	5
Experience working with government agencies (8 points)		8	8	8	8
Availability of qualified personnel (8 points)		8	7	0	4
Certifications/Licenses (4 points)		4	4	4	1
References (provide a minimum of 5) - Total of 15 points					
Provide at least three (3) government references from the past three (3) years (10 points)		10	10	10	10
Demonstrated Environment for good communication (5 points)		5	5	0	1
Location Considerations - Total of 10 points					
How it impacts maintaining effective communication between Town & Consultant		9	10	1	0
Contract Price (Agreement to cost-sharing percentages or review of new proposal in terms of how it benefits the Town, and separate hourly rates for additional services) - Total of 50 points					
Cost-Sharing (35 points)		35	35	17	35
Hourly Rates for Additional Services (15 points)		13	10	15	5
TOTAL		97	94	55	69

Sec. 2-255. - Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its invitations to bid, RFP, or RFQ, a five percent bid preference for:

(1) Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or (2) Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by F.S. § 288.703

SCORE TABLE - RFP# 110-2020				
submitted required forms (drug free workplace; public entity crimes; proposal form, etc., see RFP) - **insurance limits required prior to contract execution	C.A.P. Government, Inc.	Calvin, Giordano & Associates, Inc.	Hy-Byrd, Inc.	Joe Payne, Inc.
	✓	✓	✓	✓
Qualifications & Experience of Firm - Total of 25 points				
Qualifications/Experience with Similar Projects (5 points)	5	5	5	4
Experience working with government agencies (8 points)	8	8	8	8
Availability of qualified personnel (8 points)	8	6	7	6
Certifications/Licenses (4 points)	4	4	4	4
References (provide a minimum of 5) - Total of 15 points				
Provide at least three (3) government references from the past three (3) years (10 points)	10	10	10	10
Demonstrated Environment for good communication (5 points)	5	5	5	5
Location Considerations - Total of 10 points				
How it impacts maintaining effective communication between Town & Consultant	10	10	10	8
Contract Price (Agreement to cost-sharing percentages or review of new proposal in terms of how it benefits the Town, and separate hourly rates for additional services) - Total of 50 points				
Cost-Sharing (35 points)	30	30	33	30
Hourly Rates for Additional Services (15 points)	14	12	15	12
TOTAL				
	94	90	97	87

Sec. 2-255. - Bid preferences.
 Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its invitations to bid, RFP, or RFQ, a five percent bid preference for:

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SCORE TABLE - RFP# 110-2020				
	C.A.P. Government, Inc.	Calvin, Giordano & Associates, Inc.	Hy-Byrd, Inc.	Joe Payne, Inc.
<i>submitted required forms (drug free workplace; public entity crimes; proposal form, etc., see RFP) - **insurance limits required prior to contract execution</i>				
Qualifications & Experience of Firm - Total of 25 points				
Qualifications/Experience with Similar Projects (5 points)	5	5	4	4
Experience working with government agencies (8 points)	8	8	8	4
Availability of qualified personnel (8 points)	6	6	8	4
Certifications/Licenses (4 points)	4	4	4	4
References (provide a minimum of 5) - Total of 15 points				
Provide at least three (3) government references from the past three (3) years (10 points)	10	10	10	10
Demonstrated Environment for good communication (5 points)	5	3	3	5
Location Considerations - Total of 10 points				
How it impacts maintaining effective communication between Town & Consultant	10	10	10	5
Contract Price (Agreement to cost-sharing percentages or review of new proposal in terms of how it benefits the Town, and separate hourly rates for additional services) - Total of 50 points				
Cost-Sharing (35 points)	35	35	34	35
Hourly Rates for Additional Services (15 points)	13	9	15	11
TOTAL				
	96	90	96	82

Sec. 2-255. - Bid preferences.

Except with regards to contracts to be reimbursed by the Federal Emergency Management Agency, the town shall provide in its invitations to bid, RFP, or RFQ, a five percent bid preference for:

(1) Local merchants whose principal office is within the town's boundaries, and who have maintained a valid town business tax receipt for the previous two entire calendar years; or (2) Certified minority or Florida veteran owned business enterprises pursuant to the Florida Office of Supplier Diversity and to certified minority owned business as defined by F.S. § 288.703