

RESOLUTION NO. 102-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES FOR THE KELSEY PARK SPLASH PAD PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #121-2025) in accordance with the requirements for Federally Funded Projects for Consultants and in compliance with the Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S., for Professional Architectural Design and Consulting Services, for the Kelsey Park Splash Pad project]; and

WHEREAS, the Town received proposal submittals on September 25, 2025; three proposals were received; and

WHEREAS, on October 07, 2025, the proposal Evaluation Committee reviewed, evaluated and scored the received proposals. The evaluation and scoring resulted in the following results:

- | | | |
|----|----------------------------|------------|
| 1. | Kimley-Horn and Associates | 482 points |
| 2. | Cotleur & Hearing | 392 points |
| 3. | Hi Q Designs | 384 points |

WHEREAS, the Town Commission, on October 22, 2025, accepted the evaluation committee's rankings and authorized the commencement of pricing negotiations with the high score vendor; and

WHEREAS, negotiations have been successfully completed, resulting in a proposed agreement for Professional Architectural Design & Consulting Services in the amount of \$ 123,625.65; and

WHEREAS, the Town desires to enter into an agreement with Kimley-Horn Associates, Inc to provide such services in accordance with the negotiated terms and conditions;

NOW THEREFORE, the Town and the Consultant, in consideration of the mutual promises contained herein, agree as follows:

Scope of Services – The Consultant shall perform the professional services described in this agreement, and incorporated herein.

Term – This Agreement shall commence on December 17, 2025 and remain in effect for the project duration as described and incorporated herein, unless terminated earlier in accordance with this Agreement.

Compensation – The Town shall pay the Consultant \$123,125.65, as set forth in Payment Schedule, (page 15).

Public Records Compliance – The Consultant shall comply with Florida's Public Records Law as outlined in Chapter 119, Florida Statutes.

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

TOWN OF LAKE PARK

Kimley-Horn Associates, Inc.

By: _____

By:

Name: _____

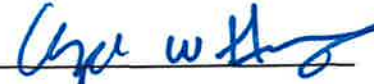
Name:

Title: _____

Title:

Date: _____

Date:



CHRISTOPHER W. HEBBEN

SENIOR VICE PRESIDENT

4 DEC 2025

PROJECT # _____

Dated this 17th day of December, 2025

TOWN OF LAKE PARK

DESIGN SERVICES FOR KELSEY PARK SPLASH PAD

This Professional Architectural Design and Consulting Services Agreement (Agreement) is made by and entered into this 17th day of December 2025 between the Town of Lake Park, with an address of 535 Park Avenue, Lake Park, FL 33403 (the "TOWN" or "CLIENT") and Kimley-Horn and Associates, Inc., with a principal address of 477 Rosemary Avenue, Suite 215, West Palm Beach, FL 33401, a North Carolina Corporation authorized to transact business in Florida ("CONSULTANT" or "DESIGN CONSULTANT") for Design Services for the Kelsey Park Splash Pad, RFQ 121-2025 (the "PROJECT"). The terms of the Professional Services Agreement for Continuing Services, (RESOLUTION 104-12-23) between the TOWN and CONSULTANT, December 20, 2023 ("MASTER AGREEMENT") are incorporated by reference.

PROJECT BACKGROUND

Per the Project RFQ (121-2025): "A Splash Pad project along with other park improvement projects are part of a "REIMAGINING" of Kelsey Park and the Splash Pad project is one of the Town of Lake Park Kelsey Park Masterplan proposed improvement projects. The Masterplan projects design intent is to create a waterfront park destination for Town residents and visitors. The guiding principles of the Masterplan are to create a park that can be purposeful and programmed with a variety of different spaces and play options. The goal is to keep existing successful elements, such as the playground, sports courts, fishing stations and walking trails, but build on them with new experiences like a splash-pad and festival spaces.

Conceptual Layout of Kelsey Park Master Plan:



Proposed Splash Pad

Splash Pads are increasing popularity; they provide a level of aquatic entertainment that can be enjoyed by any age and ability level, additionally, splash pads offer benefits in that they have fewer operation and maintenance requirements than a traditional swimming pool. The combination of a barrier free, no standing water and interactive feature allows for a safer environment for aquatics entertainment while reducing owner cost and liability. This design and engineering design effort for this Town Splash Pad project should include both constructability cost economies and operation and maintenance considerations."

PROJECT BACKGROUND

The CLIENT has requested professional design services for the development concepts for a new splash pad to be located within the Kelsey Park property, 601 Federal Hwy, Lake Park, FL. It is our understanding that the development of park improvements was previously developed by another consultant to the Town and that the splashpad element, while identified, was not clearly defined or designed.

The COSULTANT was selected for the design, engineering, and construction phase services for the implementation the splash pad. In order to develop an accurate scope and fee for engineering and construction documents, the Town must select a concept to move forward into design.

PROJECT ASSUMPTIONS

The Task Order scope of services assumes the following:

- CLIENT will furnish as built drawings, record drawings of the existing utilities, site survey or any other available information for CONSULTANT'S use in producing a base map.
- If a site survey does not exist for the property, Consultant will prepare a base map using available data and the CLIENT-requested data noted above, along with available aerial photography and GIS property data.
- CLIENT will contract for geotechnical engineering and subsurface utility exploration (SUE) services, if required to complete the design and permitting of the project.
- Preparation of full construction documents for this project assumes the following of the selected design:
 - A recirculating or flow-through system requiring electrical, water, and storm services extended to the splash pad pump area.
 - A splash pad located 200' from required restroom area, per FBC Sec 454.1.9.8
 - An existing restroom facility already meeting FBC Sec 454.1.9.8
 - An outdoor shower is required.
 - The splash pad will be constructed with a perimeter 4' fence with self-closing /latching gates.
 - The splash pad will be designed with a concrete surface within the wet deck zone.
 - Sitting areas surrounding the splash pad will be designed with a concrete surface, site furnishings, pre-engineered shade features (such as sails, funbrellas, or umbrellas), shower, and required signage.
 - It is assumed that the splash pad will operate at night, requiring 6 footcandles of light on the deck and water feature area, per FBC Sec.454.1.9.8.4
 - The splash pad will be designed using a single-source manufacturer, providing a turn-key solution inclusive of fully engineered pumping systems, controls, UV sanitization, actuators, valves, filters, chemical controls, surge tank, etc. to provide a turnkey splash pad solution for the space within the wet deck zone.
 - Should a design solution be desired by the Town that cannot be delivered as a turnkey solution, Kimley-Horn will require an amendment to add specialty subconsultant services for splash pad plumbing/engineering services.
- 3D renderings of design recommendations will be prepared by the splash pad equipment manufacturer for portions of the project within the wet deck. CLIENT-requested renderings beyond this narrow scope will require an amendment.

- CLIENT has indicated that a public engagement/ public involvement effort is not required for this project; services to prepare for, attend, and/or lead a public engagement/ public involvement effort are excluded from this agreement.
- Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated.

SPECIFIC SCOPE OF SERVICES

Per the Project RFQ (121-2025): "This solicitation is for Professional Architectural & Engineering Design and Consulting Services to provide design and engineering services for the development of plans and specifications leading to the construction of an outdoor Splash Pad Project (the Project), located within the Kelsey Park along Lake Shore Drive. The Architectural & Engineering Consultant shall provide:

- 1) **Architectural Services** in the form of project layout, coordination between other designers, project workability functionality, project compliance with codes and regulations, project budget conformance, and the provision of written specifications for the above. The Architectural Services shall also include meetings with owner and other designers to discuss the overall project design and direction.
- 2) **Engineering Services** in the form of design of site grade, required utilities, (water / sanitary / storm-water / electrical) as needed for splash pad design, and site structural components (pads, sidewalks, etc.).
- 3) **Splash Pad** conceptual design development. Architect shall work with a (or several), splash pad manufactures to develop a splash pad concept that will work with the Town's proposed site, the proposed budget, and the Town's overall goals in providing a community splash pad for Town residents.

Project Design Deliverables:

The Architectural & Engineering Design Consultant shall provide the following items of work resulting in the preparation and development of 100% construction ready project design plans and specifications for the Kelsey Park Splash Pad project."

The Scope of Services to be provided by CONSULTANT will be as follows:

Task 1: CONCEPTUAL DESIGN

- **KICK OFF MEETING WITH VILLAGE:** Kimley-Horn will visit the site to observe existing conditions and assess potential design integration with surrounding spaces and to ground-truth the project survey. Kimley-Horn will attend one Kick Off meeting with Village staff and present a design development concept.

- CONSULTANT will perform limited utility coordination to determine potential City and franchise utilities within the project limits. CONSULTANT will review CLIENT-provided as-built information, contact Sunshine 811 for a design ticket, and contact utility owners in the area to determine approximate utility locations.
- Base Map Preparation – using available existing survey information and aerial photography, as well as data provided by the CLIENT, the CONSULTANT will prepare a base map of sufficient detail to prepare conceptual designs. This base map may not be of sufficient detail for future permit or construction documents, depending on Town's requirements. CONSULTANT will make one site visit to observe the existing conditions for use in preparing the base map.
- CONSULTANT will prepare up to three initial concepts depicting splash pad designs and configurations for review by the CLIENT. Concepts will be prepared in AutoCAD, to scale, over the project base map, and be presented as black and white line drawings with limited color. Inspiration image exhibits will be prepared in support of design recommendations. Elements that may be included in conceptual design:
 - Splash Pad spray features
 - Wet deck extents
 - Splash Pad location adjustment to accommodate FBC requirements.
 - Required splash pad elements:
 - Fencing
 - Outdoor shower
 - Signage
 - Pavement types
 - Shade features
 - Seating areas
- CONSULTANT will attend one meeting with the CLIENT to present the initial concepts and receive feedback.
- CONSULTANT will prepare one revised draft concept, incorporating CLIENT comments, selecting elements of the initial concepts for further development into a draft concept. The draft concept will be prepared as a plan drawing with limited color.
- CONSULTANT will prepare an Opinion of Probable Cost (OPC) for the draft concept.

The CONSULTANT has no control over the cost of labor, materials, equipment, or over a Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT'S judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- CONSULTANT will attend one meeting with the CLIENT to present the draft concept and draft OPC to receive CLIENT feedback.
- CONSULTANT will prepare the final concept, incorporating CLIENT comments. The final concept will be prepared as a plan drawing with color. A final OPC will be prepared to incorporate elements depicted in the final concept.
- Consultant will make one presentation to Town Council for selection of a concept.

Task 1 Deliverable: A summary memorandum will be produced, documenting the approved concept, OPC, and Town Council decision.

TASK 2: DESIGN DEVELOPMENT / SITE PLAN PACKAGE

SITE PLAN APPLICATION TO TOWN: Upon Client approval of the Design Development Site Plan, Consultant will prepare a site plan package consisting of items required by the Town for Site Plan review. All application fees will be paid directly by the Client. Site Plan package will consist of:

- Cover Page
- Project survey (Provided by CLIENT)
- General Notes
- Site Plan
- Site Plan details – showing preliminary detailing for site elements and lighting features
- Preliminary Engineering Plan depicting:
 - Erosion control notes and details
 - Horizontal control information
 - Preliminary grading and identification of drainage patterns – a preliminary drainage concept for coordination with SFWMD to prepare for permitting.
- Preliminary lighting layout with photometric plan
- Landscape Plans with calculations

Task 2 Deliverables:

- Preparation of Site Plan package for submittal to the Town, consisting of plans noted above.
- Prepare Opinion of Probable Construction Cost (OPCC) update, based on Site Plan package design.

Task 3 – 90% CONSTRUCTION DOCUMENTS

After Town approval of the Site Plan package, CONSULTANT will prepare plans and details suitable for bidding purposes, with site engineering, site lighting/electrical engineering, landscape and irrigation. During this task, the Consultant will perform the following:

Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the park property.

Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.

Prepare 90% construction documents typically consisting of the following:

Services for this task are limited to the following:

- Cover Sheet
- General notes
- Demolition Plan
- Site Plan for proposed improvement area

- Erosion Control Plan and Details
- Engineering Plan will consist of the following:
 - Erosion Control notes and details
 - Proposed site grading and drainage for park improvements, with permit calculations.
 - Utility Service Extensions
 - Horizontal control for site elements
- Engineering Details will consist of details that support the engineering plan described above.
- Electrical Engineering Plans for electrical service extensions, panel connections, and service to the splash pad and lighting.
- Planting plan for proposed improvement areas will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details, including code required planting calculations. Existing trees/ tree disposition information will be included on the planting plan.
- Irrigation plan designed to provide irrigation coverage for all exterior proposed landscaped areas, as directed by Client. Consultant will provide the following irrigation design services, after Client approval of the 90% landscape plans:
 - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and South Florida Water Management District.
 - Water source(s) evaluation for irrigation system - assuming existing source located on Phase 1.
 - Irrigation mainline and sub-mainline sizing with recommended routing.
 - Irrigation controller assumed to use controller on Phase 1.
 - Material legend of all components.
 - Ancillary notes, calculations, and labels required to develop a master irrigation system.
 - SFWMD Water use permit application on behalf of the Client for well water source, as required.
- Hardscape plans based on Client design input gathered during the Conceptual Development phase. Kimley-Horn will prepare construction documents limited to the following:
 - Site furnishings – specification and layout locations
 - Fencing layout and detailing for gates
 - Signage – per FBC requirements
- Submit the 90% bid/construction drawings to the Client for review and meet with the Client to discuss. After review, address reasonable review comments as part of the final bid/construction drawings.
- Submit the revised 90% drawings for permit application to the Town for preliminary building permit review.
 - All Permit fees to be paid directly by the Client
- Provide an updated OPCC for the 90% plans.

Task 3 Deliverables

- Progress PDF plan sets will be emailed to the Client every other week until 90% plans are submitted.

- Sets of the 90% construction drawings in 24" x 36" format for internal and permit reviews
- Updated OPCC.

Task 4 – PERMITTING Services

- The Consultant will prepare and submit applications, calculations, supporting documents and plans for review by the following agencies:
- **Seacoast Utility Authority:** Utility permitting
- **FDEP:** 10-2 Permit / Self-Certification is assumed to be required for this project.
- **PBC Health Department:** Splash Pad permitting
- **Town of Lake Park:** Planning and Zoning and Engineering Department
- No other agency approvals are anticipated or included in this scope of services other than those identified above. All permitting fees will be the responsibility of the Client. Project representation for this task is required and is included in this proposal.
- Consultant will provide up to one (1) round of reasonable responses to SFWMD and up to two (2) rounds of reasonable responses to PBC Health Department and the Town of Lake Park.

Task 5 – FINAL BID/CONSTRUCTION DOCUMENTS

- Once the 90% construction drawings have been approved by the CLIENT, these will be used as the basis for preparing the final bid/ construction documents and in response to permit/ preliminary permit comments.
- Specifications will be a part of the plan set, all specifications will be referenced or placed on the plan sheets. Kimley-Horn will assist the Client in the preparation of certain sections of Division 1 specifications, limited to description of work, measurement and payment, and bid form. During this task, the Consultant will perform the following:
 - Revise the drawings prepared in Task 3 per the CLIENT and permitting agency comments, finalizing the structural design of the boardwalk.
 - Tabulate anticipated construction items, quantities, measurements and payment items and their associated notes.
 - Prepare Division 1 required provisions for inclusion into the CLIENT-provided contract documents:
 - Determine anticipated construction time for contract purposes.
 - Update the engineer's opinion of probable construction costs.
 - Prepare a bid form that will list the separate pay items, estimated quantities, descriptions, and units.
 - Provide the CLIENT with a project description to be included in the CLIENT's front end documents.

Task 5 Deliverables

- Three sets of the final construction drawings in 24" x 36" format
- Update opinion of probable construction cost for the proposed improvements
- AutoCAD files of construction plans
- MS Word and Excel files of specifications or reports prepared related to this project

Task 6 – PROJECT REPRESENTATION/MEETINGS

Kimley-Horn will represent the project and/or make presentations to Town Staff, Town Council, or permit agencies. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. Anticipated meetings are as follows:

- Up to four (4) face-to-face meetings:
 - Kick-off Meeting
 - Progress meetings with Town staff
 - Meetings with regulatory agencies/ permit coordination
- Up to twelve (12) conference calls:
 - Coordination with Town PM/Staff
 - Coordination with utility providers and regulatory agencies

Task 7 – LIMITED Bidding Assistance (Hourly)

It is our understanding that the Client will use a competitive bidding process to award the contract to a qualified contractor to construct the improvements. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, Kimley-Horn will provide the following services:

- Consult with and advise the Client during the bidding process.
- Prepare bid specification manual – bid form, bid item descriptions, and technical specifications. It is assumed that most (if not all) front end (Division 1) bid sections will be provided by Village.
- Attendance at the pre-bid meeting.
- Issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the Client prior to issuance. The Client will be responsible in making the award.

Task 8 – Limited Construction Phase Services (Hourly)

This task assumes a maximum of ten (10) months of construction phase services. Services under this task will be provided on an hourly plus expense basis with a designated maximum fee. At the Client's request, the following services may be performed as a part of Construction Phase Services:

- **Pre-Construction Conference.** Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site or at Client-designated location in Boynton Beach.
- **Visits to Site and Observation of Construction.** Consultant will make ten (10) visits in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- **Clarifications and Interpretations.** Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- **Change Orders.** Consultant may recommend Change Orders to the Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples.** Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- **Substitutes and "or-equal."** Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- **Inspections and Tests.** Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- **Disagreements between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith.
- **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will determine amounts that Consultant recommends Contractor be paid. Such recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Consultant's

recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

- **Substantial Completion.** Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.
- **Project Close-out Documents:** Consultant shall assist the Owner in assembling and submitting the certification packages stating that the Project is complete to Village of Tequesta and FDEP/South Florida Water Management District. The Client will pay all application, review, and permitting fees.
- **Limitations of Responsibilities:** The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

COMPLIANCE WITH REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

For this PROJECT, the CONSULTANT is subject to requirements as identified in EXHIBIT A – REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSULTANTS). See attached.

Forms attached are required to be completed and submitted as a part of agreement execution, Per Exhibit A.

The "Requirements for Federally Funded Projects (Consultants) document is included and made part of the Agreement and related subcontracts for the project.

ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT will furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

- Professional survey services
- Preparation of bid, construction, or permit drawings
- Bid phase services
- Construction phase services

- Public meeting attendance or leading a public involvement effort
- Development of 3D or photo-simulation renderings

PERFORMANCE SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

METHOD OF COMPENSATION

CONSULTANT will perform the services described above on a labor fee plus expense basis with the maximum labor fee shown below.

Task No.	Description	Fee
1	Conceptual Design	\$14,671.02
2	Design Development/ Site Plan Package	\$19,344.89
3	Bid/Construction Documents	\$23,280.25
4	Permitting Services	\$13,230.84
5	Final Bid/Construction Documents	\$ 9,929.43
6	Project Representation/Meetings	\$11,256.00
7	Limited Bid Phase Services	\$4,984.84
8	Limited Construction Phase Services	\$23,928.38
	Total Lump Sum Fee (Tasks 1-6)	\$120,625.65
	Reimbursable Expenses (Estimated)	\$ 2,500.00
	TOTAL NOT TO EXCEED COST:	\$123,125.65

CONSULTANT will not exceed the total maximum labor fee shown without authorization from the CLIENT. Individual task amounts are provided for budgeting purposes only. CONSULTANT reserves the right to reallocate amounts among tasks as necessary.

Basis for compensation terms are per the Master Agreement.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the MASTER AGREEMENT, which are incorporated by reference. As used in the MASTER AGREEMENT, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Town of Lake Park.

IN WITNESS WHEREOF, the parties' duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

TOWN OF LAKE PARK

By: _____

Vivian Mendez, Town Clerk

By: _____

Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

Thomas J. Baird, Town Attorney

The foregoing instrument has been acknowledged before this 17th day of December 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

STATE OF FLORIDA

COUNTY OF PALM BEACH

(NOTARY SEAL)

Notary Public, State of Florida

DESIGN CONSULTANT:

Kimley-Horn and Associates, Inc

Signed: _____

Jonathan D. Haigh, PLA, ASLA

Title: Project Manager

Signed: _____

Christopher W. Heggen, P.E.

Senior
Title: Vice President

Exhibit A – Work Break Down Fee Schedule

Project: Splash Pad Design Services Client: Town of Lake Park Estimator: Jonathan Haigh								
Category	Principal in Charge	Senior Professional	Professional 2	Professional 1	Analyst	Admin / Clerical	Total Hours	Total
Contract Rate	\$ 118.56	\$ 93.28	\$ 63.38	\$ 55.49	\$ 35.83	\$ 33.56		
Task 1 Prioritization and Recommendations								
Prepare Base Map					4		4	\$143.32
Develop initial concepts		2		3	20	1	26	\$1,103.19
Initial Concept Meeting		2			2			\$258.22
Draft Concept and OPC Development		2		3	20	1	26	\$1,103.19
Draft Concept Meeting		2			2		4	\$258.22
Final Concept and OPC refinement		2		3	18	1	24	\$1,031.53
Presentations to Town Council		2			3		5	\$294.05
Task 2 - Design Development/ Site Plan Package								
Prepare sub agreement/project setup				2			2	\$110.98
Site Visit		2	3	3	3		11	\$650.66
Design Development Site Plan			1	3	10		14	\$588.15
Revisions to DD plan			1	3	6		10	\$444.83
Cover Sheet				1	2		3	\$127.15
General Notes				2	2		4	\$182.64
Site Plan		2	1	4	9		16	\$794.37
Site Plan Details		2		2	9		13	\$620.01
Prelim Engineering Plan			2	4	18		24	\$993.66
Landscape Plans		2			8		10	\$473.20
Prelim OPC		1	2	2	4	2	11	\$541.46
Task 3 - Bid/Construction Docs								
Utility Coordination			1		4		5	\$206.70
Cover Sheet				1	2		3	\$127.15
General Notes				2	2		4	\$182.64
Site Plan			1	3	6		10	\$444.83
Demolition Plan			1	2	9		12	\$496.83
Erosion Control Plan			2	5	10		17	\$762.51
Engineering Plan			5	10	12		27	\$1,301.76
Hardscape Plans		2			12		14	\$616.52
Landscape Plans/Details		2			12		14	\$616.52
Irrigation Plans/Details		2			10		12	\$544.86
Lighting/electrical			4	6	10		20	\$944.76
OPC update		1	1	2	2	2	8	\$406.42
Task 4 - Permitting Services								
FDEP/SFWMD/Seacoast permitting		2	2	10	10	1	25	\$1,260.08
Town of Lake Park permitting		2	2	10	10	1	25	\$1,260.08
DOH permitting		2	2	10	10	1	25	\$1,260.08
Task 5 - Final Bid/Construction Docs								
Full Set Plan Revisions based on Permit Comments		2	10	18	18		48	\$2,464.12
OPC update		1	1	2	2	1	7	\$372.86
Task 6 - Project Representation								
In person Meetings		8	4		8		20	\$1,286.40
Conference Calls		12	6		12		30	\$1,929.60
Task 7 - Limited Bidding Assistance								
Pre-bid		1	2				3	\$220.04
Prepare Bid Specs		1	2	4	4	1	12	\$618.88
Addendum preparation		1	2	4	4		11	\$585.32
Task 7 - Limited Construction Phase Services								
Precon					2		2	\$71.66
Observation visits		8		10	20		38	\$2,017.74
contractor coord/RFI/or-equals/		10		18	18		46	\$2,576.56
shop drawing review		2		4	4	2	12	\$618.96
pay app review		10				2	12	\$999.92
Punch list/final		2		4	4		10	\$551.84
	0	92	58	160	357	16	683	
Fee	\$0	\$8,582	\$3,676	\$8,878	\$12,791	\$537		
								Sub-Total \$34,464.47
								Expenses \$2,500.00
								Multiplier 3.50
								Total \$123,125.65

EXHIBIT A

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS (CONSULTANTS)

PROJECT NAME:

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern.

Note: This document shall be included in the bid documents and made part of the contracts/ subcontracts for the project.

1. General Requirements:

The following requirements are attached:

- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of Consultant
- Certification of Non-segregated Facilities

3. Form for the successful bidder's subconsultants, to be submitted after contract award:

The following form is attached:

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant

4. Reports to be submitted by the successful bidder after contract award:

- Contract Award Report (HUD Form 2516) to be submitted as follows:
 - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
 - with the final payment request

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

NON-COLLUSION AFFIDAVIT OF CONSULTANT

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

- (1) He is SENIOR VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., the Consultant that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name: Kelsey Park Splash Pad

- (2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Consultant 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 proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract: and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: [Signature]

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 4th day of December 2025 by

Christopher Heggen, who is ☒ personally known to me or ☐ who has produced
n/a as identification.

NOTARY SEAL:



Notary Signature: [Signature]

Notary Name: Andrea Atkins
Notary Public-State of Florida

Commission No. HH 610097

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF ELIGIBILITY OF CONSULTANT

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

(1) He/she is the SENIOR VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., hereinafter referred to as the "Consultant"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: Kelsey Park Splash Pad

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

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

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

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

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

Signature: _____

STATE OF FLORIDA
COUNTY OF _____

Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online

notarization, this 4th day of December 2025 by

Christopher Heggen, who is ☒ personally known to me or ☐ who has produced

n/a as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Andrea Atkins
Notary Public-State of Florida

Commission No. _____

HH 610097



PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

ANTI-KICKBACK AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared CHRISTOPHER HEGGEN, who, after being by me first duly sworn, deposes and says:

(1) I am SENIOR VICE PRESIDENT of KIMLEY-HORN AND ASSOCIATES, INC., the consultant that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: Kelsey Park Splash Pad

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

Signature: Cy W H

STATE OF FLORIDA
COUNTY OF Palm Beach

Subscribed and sworn to (or affirmed) before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of December 2025 by Christopher Heggen who is ☒ personally known to me or ☐ who has produced n/a as identification.

NOTARY SEAL:

Notary Signature: Andrea Atkins

Notary Name: Andrea Atkins
Notary Public-State of Florida

Commission No. HH 610097



PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Project Name: Kelsey Park Splash Pad

Company Name and Address: KIMLEY-HORN AND ASSOCIATES, INC.
477 S. ROSEMARY AVENUE
SUITE 215
WEST PALM BEACH, FL 33401


Signature

CHRISTOPHER HEGEN / SENIOR VICE PRESIDENT
Name and Title

4 DEC 2025
Date

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

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

(SUBCONSULTANTS)

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

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: Kelsey Park Splash Pad

Subcontractor Name: (none at this time)

Address: (N/A)

By:

CHRISTOPHER HEGGEN
Name and Title
SENIOR VICE PRESIDENT

[Signature]
Signature

4 DEC 2008
Date

Contract and Subcontract Activity										U.S. Department of Housing and Urban Development		OMB Approval No. 2575-0044 OMB Approval No. 2502-0045	
Public reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Paperwork Project (0182-0044).													
The information is voluntary.													
Reporting Orders dated July 11, 1983, direct the Minority Business Development Plans shall be developed by each Federal Agency and the these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBDE activities against the total program activities and the designated minority business enterprise (MBDE) goals. The Department requires the information to provide guidance and assistance for programs for the development of minority business enterprises concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBDE goals nor evaluate MBDE performance against these goals.													
Privacy Act Notice: The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to collect the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq. and regulation. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.													
1. Agency Project Name: LK5, LK60, Spruce (Public) Homes										2. Location (City, State, Zip Code)		3. Check one: <input type="checkbox"/> FDI <input type="checkbox"/> HJ <input type="checkbox"/> CDD <input type="checkbox"/> Housing	
4. Reporting Period: <input type="checkbox"/> Fiscal Year <input type="checkbox"/> Fiscal Quarter <input type="checkbox"/> Fiscal Month										5. Program Codes (Not applicable for CDD programs. See explanation at bottom of Page Two. Use a separate sheet for each program code.)		6. Date Submitted to Field Office	
Contract Subcontractor Name and Address													
Name Street City State Zip													
<div style="background-color: yellow; text-align: center; padding: 10px;"> SUBMIT THIS FORM IN EXCEL FORMAT THE EXCEL FILE WILL BE PROVIDED AFTER CONTRACT AWARD </div>													
<p>7c: Type of Trade Codes:</p> <p>Housing/Public Housing:</p> <p>1. Construction 2. Rehabilitation 3. Other</p> <p>4. Other</p> <p>7d: Race/Ethnic Codes:</p> <p>1. White American 2. Black American 3. Other American 4. Other American 5. Other American 6. Other American 7. Other American 8. Other American 9. Other American 10. Other American</p> <p>5: Program Codes (Complete for Housing and Public and Indian Housing programs only):</p> <p>1. All covered including Section 8 2. Public Housing 3. Section 8 (rental) 4. Section 8 (other) 5. Section 8 (other) 6. Section 8 (other) 7. Section 8 (other) 8. Section 8 (other) 9. Section 8 (other) 10. Section 8 (other)</p>													