

RESOLUTION NO. 103-12-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT WITH BAXTER & WOODMAN, INC. TO PROVIDE PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR THE 10TH STREET ROAD AND GREEN INFRASTRUCTURE IMPROVEMENT PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE.

WITNESSETH THAT

WHEREAS, the Town of Lake Park, Florida ("Town") issued a Request for Qualifications (RFQ #115-2025) in accordance with the Consultants' Competitive Negotiation Act (CCNA), Ch. 287.055, F.S., for Professional Engineering & Design Services for the 10th Street Road and Green Infrastructure Improvement project; and

WHEREAS, the Town received proposal submittals on September 30, 2025; two (2) proposals were received; and

WHEREAS, on October 13, 2025, the proposal Evaluation Committee reviewed, evaluated and scored the received proposals. The evaluation and scoring resulted in the following results:

- | | | |
|----|------------------------|------------|
| 1. | Baxter & Woodman, Inc. | 489 points |
| 2. | Civil Works, Inc. | 471 points |

WHEREAS, the Town Commission, on November 05, 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 Engineering & Design Services in the amount of \$423,898.00; and

WHEREAS, the Town desires to enter into an agreement with Baxter & Woodman, 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 \$423,898.00, as set forth in Payment Schedule.

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

Baxter & Woodman, Inc.

By: _____

By: _____



Name: _____

Name: Rebecca Travis, PE

Title: _____

Title: Executive Vice President

Date: _____

Date: 12/4/2025

**PROFESSIONAL SERVICES
AGREEMENT
FOR
PROFESSIONAL ENGINEERING AND
DESIGN SERVICES FOR THE 10TH
STREET ROAD AND GREEN
INFRASTRUCTURE IMPROVEMENTS**

This Professional 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, Florida, 33403 (the "Town") and **BAXTER & WOODMAN, INC.** (the "Design Consultant"), with a principal address of 1601 Forum Place, West Palm Beach, Florida 33401.

SECTION 1

SCOPE OF SERVICES FOR THE PROFESSIONAL ENGINEERING AND DESIGN SERVICES PROJECT

The Town has selected the Consultant, **Baxter & Woodman, Inc.** to perform engineering, design, permitting, and bidding services for certain utility and roadway drainage improvements to 10th Street, extending from Park Avenue to the north and Silver Beach Road to the south, (the "Project").

The Project includes engineering and design services, of a drainage system and other related improvements for 10th Street Storm-water drainage and green infrastructure project (also referred to herein as "the Project") starting at the northern intersection line of 10th Street and Silver Beach Road and continuing north to the southern intersection line of 10th Street and Park Avenue (the Project limits).

Within the Town of Lake Park, the 10th Street Right-of-Way between Park Avenue and Silver Beach Road has seen periodic inundation due to a lack of a dedicated drainage system and mostly impervious areas within and adjacent to the Right-of-Way. Figure 1 shows the location of the 10th Street corridor Right-of-Way.

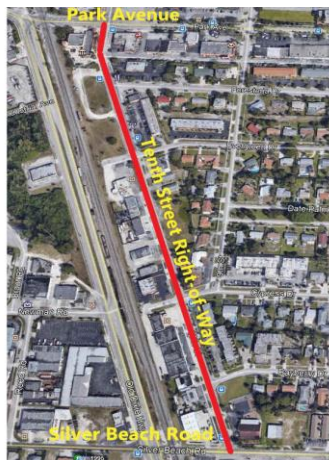


Figure 1

The 10th Street Right-of-Way covers an area of approximately 3 acres and is located within “Basin 12” of the Town’s 2018 Storm-water Atlas. The area contains a mix of both commercial / industrial and residential properties along both sides of the corridor. The existing storm-water management system in Basin 12 consists of inlets and storm sewers. The existing system is chronically undersized and does not provide sufficient capacity to collect and convey the large volumes of excess storm-water runoff from the 10th Street Right-of-Way. The system does not provide any treatment of the run-off.

10th STREET ROAD AND GREEN INFRASTRUCTURE (GI) IMPROVEMENT PROJECT:

The Engineering and Design work addressed in the solicitation is partially funded by a Storm-water Mitigation Grant awarded to the Town of Lake Park through Florida Commerce. The expectation is to provide design for the improvement of an almost non-existent storm-water infrastructure along the 10th Street GI corridor.

The storm-water component is critical and necessary; however is it not the only design component to this project.

In addition to the storm-water improvements, the 10th Street GI engineering and design should include a total enhancement of the 10th Street corridor.

Engineering and Design Consideration are:

- 1) Drainage -- roadside collection swales / bioswales / underground stormwater collection
- 2) Road-side Beautification – new landscape and irrigation / bus stop shelters
- 3) Pedestrian friendly travel modes -- widened sidewalks / bike lanes
- 4) Roadway Improvements -- On-street parking / travel lane reconstruction / striping & signage
- 5) Street Lighting - add street lighting in coordination with FPL.

Additionally, there is the possibility that the Town water and sewer utility provider may want to upgrade their existing water and sewer assets along the 10th Street corridor in conjunction with the 10th Improvement project.

The Consultant shall coordinate with the Seacoast Utility Authority (SUA) to determine whether it is necessary for the SUA to replace its existing water main and/or gravity sanitary system within the Project limits.

This work will be negotiated outside of the scope of this RFP and this work should not be included as part of the 10th Street proposal response.

The Consultant shall provide Engineering Services including the following primary

TASKS:

- Task 1** – Meetings and Coordination with Town and Local Utilities
- Task 2** - Data Collection
- Task 3** – Preliminary Design
- Task 4** – Public Outreach
- Task 5** – Design Services
- Task 6** – Permitting
- Task 7** – Bid and Preconstruction Assistance

TASK 1– MEETINGS AND COORDINATION WITH TOWN AND LOCAL UTILITIES

Subtask 1.1 - Design Meetings

The Consultant shall attend the Town's kick-off meeting and three (3) design workshop meetings (at PDR completion, 60% and 90% design stages) and shall provide an agenda and a written summary of the issues discussed for each meeting.

Subtask 1.2 - Coordination with Seacoast Utility Authority

Water and sanitary systems are owned and controlled by Seacoast Utility Authority (SUA). Consultant shall attend a meeting with SUA for the purpose of reviewing SUA's plans and timing for utility improvements. It is anticipated that if SUA decides to partner with the Town, then the related engineering design services would be either 1) amended to this agreement, 2) arranged through a separate agreement between the Consultant and SUA or 3) performed by another engineering consultant contracted by SUA. Additionally, the consultant shall meet and coordinate with FPL to analysis and determination of street lighting along the 10th Street corridor.

Subtask 1.2 - Coordination with Silver Beach Road

Consultant shall obtain and review relevant information pertaining to the Silver Beach Road corridor and attend a landscaping/lighting coordination meeting with the Town to discuss the Town's vision regarding the aesthetics of the road when completed.

TASK 2 – DATA COLLECTION

Subtask 2.1 - Survey

Consultant shall furnish the services of a professional surveyor to review a previous survey and perform additional surveying. A field check shall be performed to verify that the needed topographic features are in the survey and to add recent site improvements. This includes visible, physical objects, roadway pavement, driveways, sidewalks, curb, trees, drainage swales, landscaping, signs, lift stations, fences, power poles, buildings with finished floor elevations, and other encumbrances. Right-of-way and lot/tract lines are also not included in the file and shall be added.

A quality control check shall be performed to verify the accuracy of the previous survey by performing horizontal and vertical spot checks of various features throughout the Project limits. The control shall be referenced from the National Geodetic Survey (NGS) or Palm Beach County Control Network which is the North American Datum of 1983 and the 1990 adjustment for horizontal control (NAO 83/90) and the North American Vertical Datum of 1988 (NAVO 88) for vertical control. Reference benchmarks shall be provided at maximum 600-foot intervals. Elevations are to be referenced to an existing established Town or County Benchmark.

Subtask 2.2 - Geotechnical

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations within the Project limits that shall include standard penetration borings, pavement cores and percolation testing. The collected field data shall be evaluated and presented in a geotechnical engineering report. The report shall include an evaluation of the pavement and base material to provide a Structural Number (SN) which can be compared to local standards for a pass/fail determination. The percolation tests performed for a previous geotechnical report shall be utilized. However, because the penetration borings were not performed to suitable depths, and the report did not include a pavement/base assessment to determine the condition of the existing roadway, a new geotechnical report shall be produced that includes the following:

- Ten (5) 15-foot deep borings with pavement cores

- One (2) additional percolation test in areas to be determined (Borehole Permeability Tests)

- All 15 pavement cores shall be analyzed to determine the Structural Number (SN) which is to be compared to local minimum standards.

- MOT shall be provided in accordance with FOOT while performing the borings in the roadway.

Subtask 2.3 Field Verification (soft digs)

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The services shall consist of measuring and recording the approximate horizontal, vertical, width and depth data of affected utilities within the Project limits. It is estimated that approximately fifteen (14) utility locations will need to be pot-holed. The cost of providing the professional underground services company shall be treated as an allowance, not to exceed \$10,500.00.

TASK 3—PRELIMINARY ENGINEERING & DESIGN

Subtask 3.1 - Field Investigation

The Consultant shall conduct field reviews of the Project limits following a rainfall event in order to observe roadway ponding or flooding; to observe the pavement and sidewalk condition; and to conduct a survey field check of the general project conditions pertinent to the design.

Subtask 3.2 -Data Collection & Review

The Consultant shall review all available information pertaining to the Project made available by the Town, or permitting agencies, including:

- Previous studies and reports
- Previous permits
- Site and drainage plans of surrounding developments
- LiDAR elevation datasets
- GIS spatial datasets for stormwater infrastructure, roads, land use, soils, buildings, etc.
- Town-staff's information from observations in the field or resident complaints

Subtask 3.3—Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information. This subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 3.4 - Evaluation of Stormwater Alternatives

Sea Level Rise (SLR) and king tide will be considered. Various sources shall be reviewed including the Southeast Florida Regional Climate Change Compact (SEFRCCC), the National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers (USAGE). Recorded stage data shall be researched from nearby NOAA and SFWMD monitoring stations to assess king tide events. The results shall be evaluated to determine the benefits and impacts that each alternative presents. Considerations include pre-vs-post discharge rates and peak stages.

The model shall be used to size the roadway drainage infrastructure based on the selected alternative. The collection and conveyance system shall be sized to deliver water to the outfall(s) with a hydraulic grade line that is below the rim and grate elevations for the Town's roadway Level of Service (LOS) design storm event.

Subtask 3.5 - Roadway, Landscaping and Street Lighting

Preliminary design of the roadway shall be performed. Portions of the road that need to be replaced or milled and overlaid shall be identified based on a determination of roadway pavement condition by review of the pavement cores. Typical road sections shall be drafted showing the proposed roadway, bike lane(s), sidewalks and grassed areas/swales. Typical locations and plant types for proposed landscaping shall be determined based on coordination with Town staff. Street lighting shall also be coordinated with the Town to determine pole and fixture selection. Up to three (3) renderings of typical section examples showing landscaping, lighting and roadway shall be produced that can be used for Public Outreach meetings.

Subtask 3.6 - Preliminary Design Report (PDR)

Stormwater: A description of the data and procedures taken to develop, test and run the model shall be documented. Each alternative shall be described with figures illustrating the associated proposed improvements. The results shall be presented in tables, figures and charts demonstrating the benefits and impacts of the alternatives. A final recommendation shall be made and the related improvements such as check valves, piping and pump station, shall be described and illustrated. It is assumed that the pump station will not include emergency generator or building.

Roadway: The pavement condition shall be discussed in conjunction with the recommended drainage improvements along with any of SUA's planned water and sanitary improvements. Full roadway reconstruction versus mill and overlay improvements shall be recommended based on 1) the pavement condition, 2) the level of impacts on the pavement by the planned utility improvements and 3) the necessity and extent of raising the road elevation. Roadway sections shall be presented showing the proposed roadway (pavement, base and subgrade), bike lane(s), sidewalks and grassed areas/swales.

Landscaping and Lighting: Based on coordination with Town staff, landscaping and lighting within the Project limits shall be discussed and illustrated with color renderings and selection of decorative light poles and fixtures.

Coordination with SUA: The results of meetings with SUA and how the SUA's improvements, if any, will be included in the PDR. Information provided by SUA that is pertinent to the Project shall be included, along with the status of ongoing coordination.

Engineer's Opinion of Probable Construction Cost: An engineer's opinion of probable construction cost (preliminary) shall be prepared to correspond to the design level at 30 percent design of the Project.

The Consultant shall submit a Draft PDR (one hard copy and .pdf format) to the Town for its review and comment. A meeting shall be scheduled with the Town staff to review the comments. The Final PDR shall be prepared addressing the comments received, a three (3) hard copies and the report in .pdf format shall be submitted to the Town.

Subtask 3.7 Quality Assurance

The Consultant shall provide internal *QNPC* reviews on the Draft and Final Preliminary Design Reports.

TASK 4 – PUBLIC OUTREACH

Subtask 4.1 Prepare Presentation Material

The Consultant shall provide assistance with the development of presentation materials for the public meeting for the affected property owners and businesses. Presentation material shall include preparation of display up to three (3) boards and notification signs placed around the area for meeting notification.

Subtask 4.2 Public Meetings

The Consultant shall attend up to three (3) meetings prior to construction with the property owners and business entities in the vicinity of the Project. The meetings shall be coordinated by and attended by the Town staff and held at a location identified by the Town.

TASK 5 - DESIGN SERVICES

Subtask 5.1 Utility Coordination

The Consultant shall coordinate with all utilities within the Project limits (electric, phone, gas, cable TV, and fiber optics, etc.) to collect record information. This Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

Subtask 5.2 Design Drawings

Design disciplines shall include drainage; roadway; pump station mechanical, electrical and structural; street lighting; and landscaping. Preparation of construction documents shall include contract drawings and details and shall include: cover sheet, general notes, plan/profile drawings, and

miscellaneous detail sheets. The drawing scale shall be 1-inch equals 20 feet for plan and 1-inch equals 2 feet for profile. Consultant shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2016 format. Drawings shall be submitted for TOWN review at 60 percent, 90 percent and 100 percent stages. The Consultant shall meet with the Town to discuss comments, and incorporate comments into final documents. The Consultant shall furnish two (2) hard copies of plans (and in PDF format) of the 60%, 90% and 100% design drawings, one (1) set of AutoCAD Version 2016 files in electronic format upon completion of the Project.

Subtask 5.3 Technical Specifications

Technical specifications shall be prepared by Consultant for bidding purposes for the proposed improvements within the Project area. The Front-End Contract Documents shall be prepared by the Town and provided to the Consultant. The Consultant shall prepare specifications and submit same to the Town for its review at 60 percent, 90 percent and 100 percent stages.

Subtask 5.4 Construction Cost Opinion

An opinion of probable construction cost shall be prepared for the 60 percent, 90 percent and 100 percent drawings submittal. The cost estimate format shall be consistent with Section 5 of this agreement.

Subtask 5.5 Quality Assurance

Consultant shall provide internal *QNQC* reviews on the 60 percent, 90 percent and 100 percent Design Documents (e.g. drawings, specifications, and cost estimates).

TASK 6 - PERMITTING

Subtask 6.1 -SFWMD Environmental Resource Permit

During the Design Phase the Consultant shall meet with the South Florida Water Management District (SFWMD) to verify potential design permitting requirements. An application for an Environmental Resource Permit shall be prepared along with supporting information and submitted to SFWMD. The submittal shall include signed and sealed drawings and calculation to demonstrate that the Project meets SFWMD's regulatory requirements in regard to water quality and water quantity.

Subtask 6.2 Dewatering Permit (SFWMD)

The Consultant shall prepare and submit a "Water Use Permit Application" for short-term dewatering to SFWMD and a dewatering plan. Groundwater drawdown calculations shall be performed and temporary impoundment areas shall be strategically located to produce hydraulic barriers to offset drawdown between the construction site and the Lagoon.

Subtask 6.3 Letter of Consent for Use of Sovereign Submerged Lands of the State

The Consultant shall prepare and submit information to the Florida Department of Environmental Protection to request a permit or such approvals as may be necessary to install revetment in the Lake Worth Lagoon along the seawall where a new outfall is proposed.

Subtask 6.4 Nationwide Permit (USACOE)

The Consultant shall prepare and submit an application to the US Army Corps of Engineers (USACOE) for a Nationwide permit which is required for work in wetlands or waters of the State. shall be coordinated by and attended by the Town staff and held at a location identified by the Town.

Subtask 4.3 Grant Application Assistance

Consultant shall provide applicable design and cost estimating documentation as necessary for compilation and submittal by the Town for application for funding sources.

TASK 7 – BIDDING ASSISTANCE

Subtask 7.1 Bid Distribution

The Consultant shall assist Town in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor).

Subtask 7.2 Bid Conference

The Consultant shall attend pre-bid conference and provide a written summary of issues discussed.

Subtask 7.3 Bid Clarification/Addenda

The Consultant shall issue addenda and provide supplemental information or clarification, as appropriate to interpret, clarify, or expand the bidding documents to all prospective bidders

Subtask 7.4 Contract Award

The Consultant shall attend the bid opening, prepare bid tabulation sheets and assist Town in evaluating bids and proposals, and in assembling and awarding contract for construction. The Consultant shall submit to Town a written recommendation concerning construction contract award.

ASSUMPTIONS:

The work described herein (the Work) is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, the Consultant shall advise Town in writing of the magnitude of the required adjustments. Any changes in the completion schedule or compensation to the Consultant shall be subject to negotiation with the Town. The services to be provided by the Town and other related key assumptions include:

1. The Town shall provide the Consultant all available record drawings of the existing facilities which are the basis of design in the Project. The drawings to be provided include site and drainage plans for those developed properties which are adjacent to 10TH Street.
2. The Town shall provide for Consultant the Town's front-end documents in electronic format.
3. The Town shall prepare the Contract Documents as a single contract.
4. The Project design shall be based on the federal, state and local codes and standards in effect at the beginning of the Project.
5. The Consultant assumes that there are no contaminated soils or groundwater in the Project limits.
6. The Town is responsible for the cost of any published notices.
7. The Town shall be responsible for all permit application fees.
8. The Contractor shall be responsible for and shall submit the permit application to the Town.
9. Environmental and wildlife mitigation design and permitting services are not include.

SECTION 2: ESTIMATED COMPLETION SCHEDULE

2.1 Schedule

The Consultant shall complete the Professional Services and provide the indicated deliverables in accordance with the following schedule:

Task 1:	Meetings and Coordination	On-Going	
Task 2	Data Collection and Surveys	10 weeks	
Task 3	Preliminary Design Work	8 weeks	Partially Concurrent with Data Collection Work
Task 4	Public Outreach & Workshops	2 weeks	Concurrent with Design Work
Task 5	Project Design Work	10 weeks	
Task 6	Permitting	8 weeks	Partially Concurrent with Design Work
Task 7	Bidding	2 weeks	

44 weeks from issuance of Notice to Proceed

2.2 Delay

- 2.2.1 Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project in compliance with the Project schedule or as amended by a writing executed by both parties. If Consultant 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 Consultant, the Consultant shall provide a written notice of the reasons for the delay to the Town, within five (5) working days of the date the delay began. Provided the Consultant 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 Consultant's sole and exclusive remedy which the Consultant shall have against the Town attributed to such delay.
- 2.2.2 The Consultant acknowledges responsibility for any delay damages suffered by the Town as a result of Consultant's negligent, 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 (5) day's written notice. Such termination shall not be construed to constitute a breach of this Agreement by the Town

SECTION 3 PROFESSIONAL SERVICES FEE & ADMINISTRATIVE EXPENSES

3.1 Professional Services Fee Schedule

The Fee for all Professional Services (Fee) provided by the Consultant is set forth in the Fee Schedule set forth below. The Fee Schedule includes estimated hours by position category for each phase of Professional Services, along with the hourly rates for those positions. **The Fee shall not exceed the total amount shown in the Fee Schedule of \$ 423,898.00** without prior authorization from the Town, and shall be the sole compensation paid to the Consultant. The Consultant's hourly rates:

Vice President	\$ 250.00 / hr.
Engineer VI	\$ 230.00 / hr.
Engineer II	\$ 155.00 / hr.
CADD Tech III	\$ 150.00 / hr.
Construction Mgr.	\$ 180.00 / hr.
Engineer III (Field Rep)	\$ 125.00 / hr.
Admin Support	\$ 100.00 / hr.

3.2 Adjustment to Professional Fee

The professional service fee may be adjusted, if necessary, by a written amendment to this agreement, duly approved and executed by Consultant and Town; subject to an adjustment to the Town's budget. No fee adjustment is allowed during the first year of the contract.

3.3 Sub-consultant expenses are included in this agreement (see Engineering Fee proposal below)

3.4 Invoices

- 3.4.1 All invoices must identify the Town PO number.
- 3.4.2 Submit invoices directly to: Town of Lake Park
Accounts Payable
535 Park Avenue
Lake Park, Florida 33403

3.4.3 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.

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

3.4.5 Invoices received from the Consultant 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.

Town of Lake Park
10th Street Green Infrastructure Design, Permitting, Bidding and Construction Services

Engineering Fee Proposal

Task No.	Task Description	Labor Classification and Hourly Rates								Total Labor	Sub-Consultant Services
		Vice President \$260.00	Engineer VI \$242.00	Engineer II \$160.00	CAD Tech III \$160.00	Construction Eng. Tech. IV (Const. Mgr.) \$210.00	Engineering Tech III (Field Rep) \$145.00	Admin Support \$110.00			
1	Meeting and Coordinations										
1.1	Design Meetings (4 Mtgs)	2	8	12						\$4,376	
2.1	Internal Progress Meetings & Coordination	8	30	24						\$13,180	
	Subtotal Task 1	10	38	36						\$17,556	
2	Data Collection and Successor Engineer										
2.1	Topographic Survey			2	2					\$640	\$24,150
2.2	Subsurface Utility Engineering (SUE)			2	2					\$640	\$14,480
2.3	Geotechnical Report		2	4						\$1,124	\$21,000
2.4	Field Investigation		4	4						\$1,608	
2.5	Previous Documents and Plans		12	20						\$6,104	
	Subtotal Task 2		18	32	4					\$10,116	\$59,630
3	Preliminary Engineering										
3.1	Utility Coordination		4	12						\$2,888	
3.2	Stormwater Modeling		20	60						\$14,440	
3.3	Roadway/Landscaping/Lighting Evaluations		30	45	15					\$16,860	\$7,000
3.4	Preliminary Design Report	2	24	40	10			20		\$16,528	
	Subtotal Task 3	2	78	157	25			20		\$50,716	\$7,000
4	Public Outreach										
4.1	Prepare Presentation Material		6	16	20					\$7,212	
4.2	Public Meetings	2	8	12						\$4,376	
	Subtotal Task 4	2	14	28	20					\$11,588	
5	Design Services										
5.1	Field Verification (soft digs)		1	3						\$722	\$17,365
5.2.1	60% Design Drawings										
	Drainage & Roadway	2	45	85	120					\$44,210	
	Street Lighting - Electrical		2	4						\$1,124	\$9,000
	Landscaping and Irrigation		2	4						\$1,124	\$12,875
5.2.2	90% Design Drawings										
	Drainage & Roadway	2	30	50	90					\$30,180	
	Street Lighting - Electrical		2	4						\$1,124	\$5,625
	Landscaping and Irrigation		2	2						\$804	\$7,725
5.2.3	100% Design (Bid) Drawings	4	16	20	30	6				\$14,172	\$8,525
5.3	Technical Specifications (60%, 90% & 100%)		10	16				10		\$6,080	
5.4	Construction Cost Opinion (60%, 90% & 100%)		10	16						\$4,980	
	Subtotal Task 5	8	120	204	240	6		10		\$104,520	\$61,115
6	Permitting & Grant Application Assistance										
6.1	SFWMD Environmental Resource Permit	2	16	40				2		\$11,012	
6.2	SFWMD Water Use Permit (dewatering)		10	30				2		\$7,440	
6.3	PBC Engineering and Public Works		6	12				2		\$3,592	
6.4	Lake Park Community Development Office		3	8				2		\$2,226	
6.5	Grant Assistance		10	20				2		\$5,840	
	Subtotal Task 6	2	45	110				10		\$30,110	
7	Bidding & Pre-Construction Assistance										
7.1	Bid Advertisement		1	3						\$722	
7.2	Pre-Bid Conference		2	4						\$1,544	
7.3	Bid Clarification/Addenda		4	8		2		2		\$2,888	
7.4	Bid Review and Recommendation		4	8		2		2		\$2,888	
7.5	Confirmed Documents		2	4	4	2		2		\$2,404	
7.6	Preconstruction Conference			4		8				\$2,320	
7.7	Submittal Review			22		20				\$7,720	\$11,250
7.8	Construction Clarifications			14		16				\$5,600	
7.9	Certification of Construction Completion		8	12		8				\$5,536	\$11,250
	Subtotal Task 7		21	79	4	60		6		\$31,622	\$22,500
	Labor Subtotal Hours	24	334	646	293	66		46			
	Labor Subtotal Costs	\$6,240	\$80,828	\$103,360	\$46,880	\$13,860		\$5,060		\$256,228	\$150,245
	Labor Total Costs	\$256,228									
	Subconsultant Costs Total		\$150,245								
	Subconsultant Multiplier		1.1								
	Subconsultant Total		\$165,270								
	Reimbursable Expenses	\$2,400									
	Project Total	\$423,898									

3.5 Payment.

- 3.5.1 The Fee shall be paid in accordance with Section 3.1 and upon acceptance of deliverables satisfactory to the Town and the receipt of a proper invoice from Consultant.
- 3.5.2 Payment of Fees shall be made in accordance with the Prompt Payment Act, Section 218.70, Florida Statutes, as amended.
- 3.5.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of, or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

SECTION 4 TERM

- 4.1 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.
- 4.2 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 Consultant, 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 5 ESTIMATED CONSTRUCTION COSTS OF DESIGN

5.1 Included in Estimated Construction Cost of Design

The Estimated Construction Cost of the Project are based upon the design services set forth herein and shall include an 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. Video Taping Inspections, when applicable;
- f. Mobilization and de-mobilization

5.2 Excluded in Estimated Construction Cost

The Estimated Construction Cost of design shall exclude Consultant's Professional Services Fee.

SECTION 6 REPRESENTATIONS OF THE CONSULTANT

6.1 Authority

The Consultant 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.

6.2 Duly Licensed

The Consultant 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.

6.3 No Solicitation

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or 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 Consultant, 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.

6.4 Public Entity Crimes Act.

The Consultant 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 Consultant 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 Consultant, and may result in debarment from Town's competitive procurement activities.

6.5 Standard of Care.

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement shall be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

6.6 Warranty of Design and Constructability

Consultant hereby represents to Town that where the Professional Services include the development of Construction Drawings, Technical Specifications and Supplemental Conditions, pertaining to the Project, to the best of Consultant's knowledge, information and belief: (i) is and shall be designed in accordance with generally accepted architectural and engineering standards, as applicable, and generally accepted industry standards; and (ii) is constructible. Without waiver of Town's other rights and remedies, the Consultant warrants that the Town may require Consultant to perform again, at Consultant's sole cost and expense, any design services which were not performed in accordance with the standards set forth in this Agreement. Consultant hereby waives any claims which it may have or assert against the Town with respect to this section, except and unless any failure of Consultant 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 Consultant 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.

6.7 Ethics Provisions; No Conflicts of Interest.

Consultant 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.

Consultant 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 agency or selection committee.

Consultant represents that it does not employ, directly or indirectly, the Mayor, members of the Town commission or any appointed Town official, department director, or member of any board, committee or redevelopment agency of the Town.

Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or redevelopment agency of the Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

Consultant 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 department director or head of the Town, any employee of the Town or any official of the Town's redevelopment agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

Consultant 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 Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.

Consultant, 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 Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, 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.

Consultant, 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 court process. Further, Consultant 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.

Consultant 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 Consultant 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 Consultant. The Town agrees to notify the Consultant by certified mail of its opinion within thirty (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 Consultant, the Town shall so state in its opinion and the Consultant 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 Consultant under this Agreement.

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

6.8 Lobbying Certification.

The Consultant 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.

6.9 Truth in Negotiation Statement

Signature of this Agreement by the Consultant 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 fees and expenses payable under the agreement shall be adjusted to exclude any significant

sums should the Town determine that the fees and 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 must be made within one year following the expiration or termination of this Agreement.

6.10 Financial Capability

The Consultant certifies that it has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. The Consultant 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.

6.11 No Felony or Fraud

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

SECTION 7 RESPONSIBILITIES OF THE TOWN

7.1 Designation of Representative

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services 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 complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town with respect to the Consultant's Professional Services.

7.2 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.

7.3 Items to be furnished upon the Consultant's Request

The designated representative of the Town shall use reasonable efforts to provide to the Consultant, upon the Consultant's request, the following information, along with previous reports or studies and any other data relative to 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

7.4 Access to Property

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

7.5 Attendance at Meetings

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

SECTION 8

DOCUMENTS

8.1 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 Consultant shall not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which the Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). The Consultant 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 Consultant 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. Notwithstanding the foregoing, Consultant shall maintain all rights to reuse standard details and other design features on other projects. Any reuse of the Consultant'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 Consultant or its sub-consultants.

8.2 Obligation to Furnish Documents to the Town

The Consultant 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.

SECTION 9

STANDARD TERMS AND CONDITIONS

9.1 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.

9.2 Personnel; Staffing; Sub-consultants

Independent Contractor Relationship. All persons employed by the Consultant and engaged in any of the work or Professional Services performed by the Consultant pursuant to this Agreement shall at all times be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant'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 Consultant 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 Consultant shall be responsible to the Town for all Professional Services or work performed by the Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

Personnel. The Consultant represents that its project manager and all staff identified in the Consultant's Proposal shall remain assigned to the Project, unless otherwise 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 Consultant specifically acknowledges that its employees

are not be covered by the Town's workers' compensation insurance and the Consultant 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 Consultant under this Agreement.

Non-Discrimination by Consultant. The Consultant warrants and represents that all of its employees and applicants for employment are 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 Consultant does not discriminate with regard to any of the aforementioned factors.

Unauthorized Aliens/Patriot's Act. The knowing employment by the Consultant or its sub•consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that the Consultant is notified or becomes aware of such default, the Consultant 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 Consultant'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 Consultant 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-Consultants. The Consultant shall obtain the prior written approval of the Town as to each proposed sub-consultant and the Town reserves the right to reject the selection of a particular sub• consultant 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 Consultant 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.

9.3 Compliance with Laws.

In the conduct of Professional Services under this Agreement, the Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.

9.4 State Taxes.

The Consultant understands that in performing the Professional Services for the Town, Consultant is not exempt from paying sales tax to the Consultant's suppliers for materials required for the Consultant to perform under this Agreement. The Consultant shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.

9.5 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 Consultant. The Town shall be the sole and final authority as to the availability of funds.

9.6 Right to Audit

The Consultant 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 **six (6) years** following completion of the Services, or conclusion of any litigation regarding this Agreement. The Town shall have the right to audit the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant within 45 days from presentation of Town's findings to the Consultant. Failure by the Consultant to permit such audit shall be grounds for termination of this Agreement by the Town.

9.7 Public Records Law

With respect to public records, the Consultant is required to:

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

Upon the request of the Town's custodian of public records, provide 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.

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 Consultant does not transfer the records which are part of this Agreement to the Town.

Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant; or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the term of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Consultant keeps and maintains public records upon completion of the term of the Agreement, the Consultant 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 Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

9.8 Confidentiality

The Consultant 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.

9.9 No Pledge

The Consultant 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.

9.10 Insurance.

The Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the Consultant from claims set forth below which may be caused by the performance under this Agreement by the Consultant, or by a subcontractor of the Consultant, or by anyone employed by the Consultant, or by anyone for whose acts the Consultant 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 (5) 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 thirty (30) days prior written notice of any cancellation by insurer of Consultant's required insurance coverage.

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 Consultant shall maintain following liability coverage, in the limits specified:

Commercial 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 a 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 \$300,000.00 for written agreements or contracts with the Town with a value of less than \$1,000,000; and \$300,000 for contracts with a value of \$1,000,000 or more.

Insurance of Sub-consultants. The Consultant 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 Consultant 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.

9.11 Indemnification.

The Consultant agrees to indemnify and hold harmless the Town, its elected and appointed officials, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees recoverable under applicable law to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and any other persons employed or utilized by the Consultant in provision of the Professional Services under this Agreement. To the extent considered reasonable by the Town, any sums due to the Consultant 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 Consultant 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.

9.12 ForceMajeure

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.

9.13 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 (5) 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 consultant (s) or otherwise, and in such event, the Consultant 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 (5) days written notice to the Consultant. The Consultant shall have no right to terminate this Agreement for convenience.

Upon termination, the Consultant shall immediately assemble and deliver all documents, drawings, signed and sealed drawings, Construction Documents, Technical, Specifications, CADD 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 Consultant, 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) transfer title to the Town (to the extent that title has not already been transferred) and deliver 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 Consultant 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 Consultant 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 Consultant 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.

9.14 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.

9.15 Litigation; Governing Law; Venue; Waiver of Jury Trial; 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 Consultant 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 Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum non conveniens*. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to its reasonable costs and attorney fees.

9.16 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.

9.17 Inspector General

The Consultant 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 Consultant and its subcontractors and lower tier subcontractors. The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant 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.

9.18 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 Consultant, 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.

9.19 Headings

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

9.20 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 will 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.

9.21 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.

9.22 Assignment.

This Agreement may not be assigned by the Consultant without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

9.23 Means, Methods & Safety

The Consultant will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the construction of the subject project(s).

9.24 Entire Agreement; Controlling Provisions; Amendment

The Consultant submitted its Proposal dated May 29, 2018 (the "Proposal") in response to the Request for Qualifications No. 105-2018 issued by the Town (the "RFQ").

This Agreement, including the RFQ, and the Consultant's response ("Proposal"), which are incorporated into this Agreement in their entirety, 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 RPF and/or Proposal, the provisions shall be given precedence in the following order:

- (1) this Agreement,
- (2) the RFP;
- 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 Consultant.

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.

9.25 Equal Opportunity and Anti-Discrimination

The Town complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local minority and female-owned businesses to participate.

During the performance of this Agreement, the Consultant shall not discriminate or permit

discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal opportunity employment requirements and any applicable requirements established by the Town, the state of Florida, Palm Beach County and the Federal Government.

Consultant shall make effort to implement Section 3 employment as per requirements of 24 CFR Part 75.27.

The Consultant further acknowledges and agrees to provide the Town with any and all information and documentation that may be requested by the town for time to time regarding solicitation, selection, treatment, and payment of approved sub-contractors, suppliers, and vendors in connection with this Agreement.

9.26 No Discrimination Clause

The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, age, pregnancy, handicap or marital status. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following:

Employment, up-grading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting office setting forth the provisions of this non-discrimination clause.

9.26 Code of Federal Regulations

The Consultant shall comply with:

29 CFR 5.5
Title 29 – Labor – Subtitle A Office of the Secretary of Labor
Part 5 – Labor Standards Provisions Applicable to Contracts
Covering Federally Financed and Assisted Construction

9.27 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

The Consultant shall comply with: 2 CFR Appendix II to Part 200 paragraphs A through L

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award are to include the provisions as identified above.

9.28 Access and Audit of Records

Per [2 CFR § 200.325\(b\)](#), records must be made available for review upon request for the federal awarding agency (HUD) and pass-through entity (Florida Commerce)

9.28 Administrative, Contractual and Legal Remedies

The Consultant shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this agreement. Failure of the Consultant to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by the Unit to the Consultant. Breach of contract disputes will be decided by arbitration, if the parties mutually agree or in a Florida court of competent jurisdiction. The Consultant understands that failure to meet the requirements under this Agreement may result in withdrawal of other state or federal funds that may have been made available to the Consultant.

Unless otherwise provided in the contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

9.29 Equal Opportunity Clause

§ 60-1.4 Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or 4

guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

9.30 Termination for Cause and Convenience

Termination for Cause and Convenience – Per [Appendix II to Part 200\(B\)](#).

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-Federal entity including how it will be affected and the basis of settlement.

The Owner may terminate the Agreement for cause upon the occurrence of any one or more of the following events:

- a) If the contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
- b) If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a person is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to Bankruptcy or insolvency.
- c) If CONTRACTOR make a general assignment for the benefit of creditors;
- d) If a trustee, receiver custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property of the benefit of CONTRACTORS creditors;

- e) If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;
- f) If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established and revised from time to time.)
- g) If CONTRACTOR disregards Laws or Regulations including but not limited to those specifically referenced in this Agreement.
- h) If CONTRACTOR disregards the authority of ENGINEER.
- i) If the CONTRACTOR is placed on a convicted vendor list or otherwise convicted of any public entity crime or crime involving fraud or dishonesty; or
- j) If CONTRACTOR otherwise violates in any substantial way any provision of this Agreement or the Contract Documents; or
- k) If CONTRACTOR repeatedly refuses to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and its subcontractors; or
- l) If CONTRACTOR repeatedly disregards applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of a public authority.

Owner may, after giving the CONTRACTOR (and the surety, if there be one) seven (7) day's written notice and to the extent permitted by applicable law, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and sue the same to full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all material and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment in accordance with this Agreement until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including, but not limited to, fees and charges for engineers, architects, attorneys and other professionals and court and arbitration costs) and liquidated damages for delay, such amount will be paid to CONTRACTOR. If such costs and liquidated damages for delay exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER, or OWNER shall be entitled to keep any monies already withheld, whichever is applicable. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any right of remedies under this paragraph, OWNER shall not be required to obtain the lowest price for the work performed.

Were CONTRACTOR's services have been so terminated by Owner, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

9.31 24 CFR Part 5, § 570.609 Use of debarred, suspended or ineligible contractors or sub-recipients:

Additional requirements found at § 570.609 pertaining to the use of debarred, ineligible or suspended or ineligible contractors or Subrecipients, in accordance with the requirements set for in 24 CFR Part 5 apply to the program.

For Consultant Compliance:

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 firm 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: Rebecca Travis, PE, Executive Vice President
Baxter & Woodman, Inc.

Date: 12/4/2025

ATTACHMENT A

Documents included as part of this agreement:

PROCUREMENT DOCUMENTS INCLUDING:

- 1) RFQ #115-2025 Request for Qualifications**
- 2) EXHIBIT A – Scope of Work**
- 3) EXHIBIT B – Evaluation Criteria**
- 4) EXHIBIT C – Federal Procurement Requirements**
- 5) EXHIBIT D – HUD 4010**
- 6) EXHIBIT E – Florida Commerce Agreement**
- 7) EXHIBIT F – Anti-Kickback Affidavit**
- 8) EXHIBIT G – Non-Collusion Affidavit**
- 9) EXHIBIT H – Conflict of Interest Disclosure Form**
- 10) EXHIBIT I – 10th Street GI – 30% Preliminary Plans**
- 11) EXHIBIT J – Project Cost Estimate**

ATTACHMENT B

Appendix II to Part 200—Solicitation and Contract Provisions for Non-Federal Entity Contracts Under Federal Awards and other Related Federal Clauses

In addition to other provisions required by the Federal agency or non-Federal entity, all solicitations and contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Appendix II to Part 200(A) REMEDIES: Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Appendix II to Part 200(B) TERMINATION for CAUSE & CONVENIENCE: All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Appendix II to Part 200(C) EQUAL OPPORTUNITY & NON-DISCRIMINATION: Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Appendix II to Part 200(D) DAVIS-BACON ACT (1): Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Appendix II to Part 200(D) DAVIS-BACON ACT (2): The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(D) DAVIS-BACON ACT (3): The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Appendix II to Part 200(E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: Contract Work

Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Appendix II to Part 200(F) RIGHTS to INVENTIONS: Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Appendix II to Part 200(G) CLEAR AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT: Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Appendix II to Part 200(H) DEBARMENT & SUSPENSION: Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

Appendix II to Part 200(I) BYRD ANTI-LOBBYING: Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental

Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

(L) 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

SECTION 3:

Contracts subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended (12 U.S.C. §1701u), must include "the Section 3 clause" pursuant to 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with

persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Federal Awarding Agency or Pass Through Entity Review and Retention: §200.325(b)

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates. Records will be maintained for six (6) years after the subrecipient formally closes out the grant award.

Employment Eligibility Verification:

Executive Order 11-116 signed May 27, 2011, by the Governor of Florida requires contractors, subcontractors, and consultants performing work or services pursuant to the CDBG-MIT sub recipient agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, and consultants during the term of the contract.

Minority and Women Business Enterprises (M/WBE) Affirmative Steps: §200.321

Baxter & Woodman, Inc. will implement and will ensure that following affirmative steps will be taken to maximize M/WBE participation:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Bonding Requirements: §200.326

1. For contracts over \$250,000, a bid guarantee from each bidder equivalent to 5% of the bid price is required.
2. For contracts over \$250,000, a performance bond on the part of the contractor for 100% of the contract price is required.
3. A payment bond on the part of the contractor for 100% of the contract price is required.

(SIGNATURES ON FOLLOWING PAGE)

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 me this ____ day of _____
2023 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

CONSULTANT

Baxter & Woodman, Inc.

By: Rebecca Travis

Title: Rebecca Travis, PE
Executive Vice President