

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made on _____, between the **City of Lake Worth**, a Florida municipal corporation (“City”) and **AE ENGINEERING, INC.** a Florida corporation (“CONSULTANT”).

WHEREAS, the City issued Request for Qualifications (No. 20-301) for Construction Engineering and Inspection (CEI) services management for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project in accordance with the Consultants’ Competitive Negotiations Act, section 287.055, Florida Statutes (“RFQ”); and

WHEREAS, the CONSULTANT submitted its qualifications in response to the RFQ; and

WHEREAS, the City desires to award the RFQ to the CONSULTANT based on CONSULTANT’s qualifications and experience to provide civil engineering and construction administrative services; and

WHEREAS, the City finds making the award of the RFQ to the CONSULTANT as described herein serves a valid public purpose.

NOW THEREFORE, the City hereby engages the services of the CONSULTANT, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The City awards the CONSULTANT the right to provide the City with construction engineering and inspection services management services as set forth in **Exhibit “A”** which is attached hereto and incorporated herein (the “services”). The services shall be provided consistent with the terms of this Agreement and the RFQ, which is incorporated herein by reference.

ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be effective upon approval by the City Commission and shall continue until such time as all services are provided by the CONSULTANT, unless earlier terminated as stated herein.

ARTICLE 3 – COMPENSATION

A. Compensation: The City shall pay the CONSULTANT the amounts set forth in Exhibit “A”. The CONSULTANT expressly acknowledges and agrees that the total cost to complete all services is set forth in Exhibit “A” and no additional compensation or costs shall be authorized or paid by the City for the services unless approved by written amendment to this Agreement by the City Manager or City Commission (depending on the City’s required level of approval for such additional compensation or costs). In no case shall the CONSULTANT bill the City for any amount not stated in Exhibit “A” or in a written amendment thereto.

B. Reimbursable Expenses: The CONSULTANT's reimbursable, out-of-pocket expenses including, but not limited to, travel, per diem and other living expenses, are identified in Exhibit “A”. The City shall not be responsible for payment of any other reimbursable, out-of-pocket expenses.

C. Direct Project Expenses: Unless otherwise specifically authorized in Exhibit "A", all direct project expenses shall be as stated in Exhibit "A" and billed at cost to the City. The CONSULTANT shall not mark-up or charge an administrative fee in addition to the direct cost for such expenses.

D. Additional Services: If the City seeks to utilize the CONSULTANT for any additional services related to the services identified herein, the City and CONSULTANT will meet and negotiate a reasonable fee for such additional services. The negotiated fee must be approved by the City in the form of an amendment to this Agreement prior to said additional services being provided by the CONSULTANT.

F. Status Report: The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice at no additional cost to the City.

ARTICLE 4 - TERMS OF PAYMENT

A. Monthly Invoices: The CONSULTANT shall submit detailed invoices once each month to the City for the services performed and the expenses and other charges accounted for under this Agreement consistent with the services and compensation schedule as set forth in Exhibit "A". The CONSULTANT's invoice must be submitted to Felipe Lofaso, Assistant Director at flofaso@lakeworthbeachfl.gov or 1749 3rd Ave South, Lake Worth Beach, FL 33460. The City Manager or his designee will review each invoice to ensure the services as detailed have been provided and the compensation requested is consistent with Exhibit "A". Once the invoice is approved by the City Manager or his designee, payment as prescribed in Article 3 for services rendered by the CONSULTANT during the previous month shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Sales Tax: The CONSULTANT shall pay all applicable sales taxes; or the City shall provide to the CONSULTANT the tax exemption information, where and if appropriate.

C. Fiscal Non-funding: The City's fiscal year ends September 30th of each year. In the event sufficient budgeted funds are not available for a new fiscal year, the City shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City. The CONSULTANT will be paid for all services rendered through the date of termination.

ARTICLE 5 - TERMS OF PERFORMANCE

A. Starting Work: The CONSULTANT will not begin any of the services until authorized in writing by a Notice to Proceed from the City.

B. Ownership of Documents: The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the CONSULTANT in Exhibit "A" or such other drawings, specifications, calculations, supporting documents, or work products prepared for the City under this Agreement shall become the property of the City upon delivery or completion of the services. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City accepts sole responsibility for its reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

C. Account Records: The CONSULTANT's accounting records, insofar as they pertain to

invoicing the City or for disbursements made from the CONSULTANT's account for services under this Agreement, shall be open to City's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars (\$25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for five (5) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

D. Force Majeure: Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONSULTANT or City may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the CONSULTANT or City shall resume its performance as soon as is reasonably possible.

Upon the CONSULTANT's request, the City shall consider the facts and extent of any failure to perform the services and, if the CONSULTANT'S failure to perform was without its or its subconsultants fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the City's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the City. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

E. Approval of Changes: The City, through the City Commission or the City Manager (as specifically identified herein) must approve in writing any changes in the services which result in additional costs or expenses to the City, extension of the schedule or which would change the underlying purpose of the services. Changes include, but are not limited to, issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

F. Authorized Representative: Before starting work, the CONSULTANT shall designate an authorized representative acceptable to the City to represent and act for the CONSULTANT and shall inform the City in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City informed of any subsequent changes in the foregoing. The authorized representative of the City shall be the City Manager or his designee.

G. Time of the Essence: Time is of the essence in the performance of this Agreement. The CONSULTANT shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the schedule set forth in Exhibit "A", subject to delays in the schedule which are not the fault of CONSULTANT or its subconsultants.

H. Design/Construction Phase Services: Visits to construction sites and observations made by the CONSULTANT as part of the services shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the construction contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT, if any, to protect the CONSULTANT's personnel shall meet those policies enacted by the City. Further, CONSULTANT shall endeavor to make reasonable

efforts to guard the City against defects and deficiencies in the services of the construction contractor(s) and to help determine if the provisions of the construction contract documents are being fulfilled. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to its negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other services as defined in this Agreement, of the CONSULTANT.

I. Personnel: The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The CONSULTANT shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The CONSULTANT shall comply with all applicable laws in the provision of services under this Agreement. The CONSULTANT agrees that it is fully responsible to the City for the acts and omissions of subconsultants and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subconsultant and the City. All of the CONSULTANT's personnel (and all subconsultants) while on City premises, will comply with all City requirements governing conduct, safety, and security. The City reserves the right to request replacement of any of CONSULTANT's personnel furnished by the CONSULTANT upon written notice by City to CONSULTANT of the cause for such replacement.

J. Conflict of Interest: The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance. The CONSULTANT shall promptly notify the City's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the City shall so state in the notification and the CONSULTANT shall, 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 City by the CONSULTANT under the terms of this Agreement.

K. Status as an Independent Contractor: The status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership or joint venture between the City and the CONSULTANT. The CONSULTANT does not have the power or authority to bind the CITY in any promise, contract or representation other than as specifically provided for in this Agreement (if any).

L. News Releases / Publicity: The CONSULTANT shall not make any news releases, publicity releases, or advertisements relating to this Agreement or the tasks associated with the

services without prior written City approval.

M. Nondiscrimination: The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 6 - CITY'S RESPONSIBILITIES

A. Service of Others: The City shall furnish to the CONSULTANT, if required for performance of the Consultant's services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to the underlying project.

B. Examine Work of the Consultant: Within a reasonable time so as not to delay the services of the CONSULTANT, the City shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, or other consultants, as the City deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.

ARTICLE 7 – SUSPENSION BY CITY FOR CONVENIENCE

The City may, at any time without cause, order CONSULTANT in writing to suspend, delay or interrupt its services in whole or in part for such period of time as City may determine for City's convenience. Such order shall be by written notice to the CONSULTANT providing at least five (5) days advance notice unless such order is immediately necessary for the protection of the public health, safety or welfare or for the protection of property.

ARTICLE 8 –TERMINATION

A. Termination for Default by the City: If the City's authorized representative deems that the CONSULTANT is in default for failure to supply adequate personnel, or services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the City's authorized representative may give written notice to the CONSULTANT specifying the default(s) to be remedied within five (5) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONSULTANT does not remedy defaults within five (5) days or commence steps to remedy default to the reasonable satisfaction of the City's authorized representative, the City may do one or all of the following: secure such services from another consultant; withhold any money due or which may become due to the CONSULTANT for such services related to the claimed default(s); and/or, elect to immediately terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement for default.

B. Termination for Default by the Consultant: This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the City in the event of a failure by the City to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT; provided the City fails to cure same within that thirty (30) day period.

C. Termination Without Cause: Notwithstanding the foregoing, the parties reserve the right and may elect to terminate this Agreement at any time upon ten (10) days' notice to the other party. At such time, the CONSULTANT shall be compensated only for those services which have been performed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement, wind-down, lost profits or other costs incurred due to termination of this Agreement without cause.

D. Early Termination: If this Agreement is terminated before the expiration of the term by either party, the CONSULTANT shall:

1. Stop services on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated services.
3. Transfer all work in progress, completed work, and other materials related to the terminated services to the City in the format acceptable to City.
4. Continue and complete all parts of the services that have not been terminated.

ARTICLE 9 –INDEMNIFICATION AND INSURANCE

A. Indemnification: The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement. The CONSULTANT's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Insurance: The CONSULTANT shall not commence any services in connection with this Agreement until it has obtained all of the types of insurance required pursuant to the RFQ and such insurance has been approved by the City. The City shall be named as an additional

insured on all insurance except for Worker's Compensation Coverage and Professional Liability. The CONSULTANT shall require all subconsultants to obtain the same insurance as required herein (without the City named as an additional insured) and no subconsultant shall commence any services under this Agreement until the CONSULTANT has obtained a copy of all subconsultant(s) proofs of insurance. The CONSULTANT shall provide the City with proof of all subconsultant's insurance upon request by the City. The CONSULTANT's insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be conducting business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City in writing. The CONSULTANT's insurance shall be considered primary and shall not be canceled or materially changed without at least thirty (30) days' notice to the City. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement. The CONSULTANT shall procure and maintain all insurance listed above for the life of this Agreement. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The City and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. The CONSULTANT shall not assign, sublet, or transfer any interest in this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to any third party other than the City and CONSULTANT.

ARTICLE 11 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.: Prior to the filing of any claim, proceeding or litigation related to the Agreement, all claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, either party may pursue its claim, proceeding or litigation.

B. Governing Law and Venue: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida for state actions, and the jurisdiction of the United States District Court for the Southern District of Florida, West Palm Beach Division for federal actions, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced

in or by such courts.

ARTICLE 12 – NOTICE

A. Any notice required to be given under this Agreement shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service (return receipt requested) or other nationally recognized overnight courier service, such as Federal Express.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

All notices to the CONSULTANT shall be sent to:

AE Engineering, Inc.
ATTN: Roderick Myrick, P.E.- President
4152 West Blue Heron Blvd, Suite 120
Riviera Beach, Fl. 33404

All notices to the City shall be sent to:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, FL 33460.

ARTICLE 13 – NO CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 14 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The lump sum not to exceed price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the lump sum not to exceed price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 15 – PUBLIC ENTITIES CRIMES AND SCRUTINIZED COMPANIES

As provided in Sections 287.132 and 289.133, Florida Statutes, by entering into this Agreement or performing any service in furtherance thereof, the CONSULTANT certifies that it, its affiliates, suppliers, subconsultants and contractors who will perform under the terms and conditions of this Agreement have not been placed on the convicted vendor list maintained by the Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement.

Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

If this Agreement is for one million dollars or more, Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Consultant, or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

Consultant agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Consultant shall immediately notify the City of the same.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 16 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive agreement, and the City may employ additional or other professional consulting firms to perform services contemplated by this Agreement without liability to the City.

ARTICLE 17 - MISCELLANEOUS

A. Validity, Severability and Reformation: The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings: The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement and Conflicts: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral. This Agreement consists of the terms and conditions provided herein; the RFQ (including all drawings, maps, specifications, exhibits and addenda attached thereto or referenced therein); and Exhibit "A". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail with the RFQ next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

D. Waiver: No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

E. **Waiver of Jury Trial: To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation, claim or proceeding related to this Agreement.**

F. Counterparts and Digital Execution: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument. The City may digitally execute this Agreement.

G. Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

H. Survivability: Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

ARTICLE 18 - PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 19 - PUBLIC RECORDS

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

B. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the City.

D. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are confidential or exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, DANDREA@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.

ARTICLE 20 - REPRESENTATIONS/BINDING AUTHORITY

By signing below, CONSULTANT's signee has full power, authority and legal right to execute and deliver this Agreement and perform all of its obligations under this Agreement. By signing this Agreement, CONSULTANT hereby represents to the City that it has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement for Construction Engineering and Inspection (CEI) services management for the Florida Department of Transportation (FDOT) Phase 2 Local Agency Program (LAP) project on the day and date first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

By: _____
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

CONSULTANT: **AE ENGINEERING, INC.**

By: _____

Print Name: Roderick Myrick, P.E.

Title: President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Plam Beach)

The foregoing instrument was acknowledged before me this 11 day of June, 2020, by Roderick Myrick, P.E., who was physically present, as President (title), of **AE ENGINEERING, INC.**, a Florida corporation, and who is personally known to me or who has produced the following _____ know to me _____ as identification.

Notary Public

Print Name: Wanda Cordoba
My commission expires: 04-29-2021



EXHIBIT "A"
SCOPE OF SERVICES
(dated June 8, 2020, consisting of 16 pages)

Monday, June 8, 2020

Mr. Felipe Lofaso, Assistant Director | Public Works Department
City of Lake Worth Beach – Public Works Dept.
1749 3rd Avenue South
Lake Worth, FL 33460

RE: RFQ No. 20-301 Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project – Scope of Services

Dear Mr. Lofaso

As requested, please see the attached scope of services to provide CEI Services for the Park of Commerce Phase 2 FDOT Lap Project. Our firm specializes in Quality Control and Verification Testing for asphalt, concrete and earthwork operations under the FDOT Quality Control guidelines. AE is also FDOT LAP certified provider with the expertise ensure the success of your contract.

Our specific CEI services consist of:

- Construction Inspection Services – Site Inspections
- Daily and Weekly Inspection Reports
- Scheduling / Progress Tracking
- Bid Documents Evaluation
- Quality Control & Quality Assurance
- Project Certifications
- Cost Estimating
- Resident Compliance Specialist Services (Payrolls/EEO)

AE Engineering is excited to provide professional services to the City on this contract and future opportunities. Please feel free to contact me to discuss the details of the proposal at your convenience. Thanks again for this important opportunity.

Sincerely,



Roderick Myrick, P.E., President

RFQ No. 20-301
Construction Engineering and Inspection Services for Park of Commerce Phase 2 FDOT Lap Project
Scope of Services

Scope of Services

Project Summary: A total reconstruction of three roadway corridors within the City of Lake Worth Beach. These corridors consist of Boutwell Road, 4th Avenue and 7th Avenue. All three of these project locations will consist of roadway replacement down below the subgrade level, up to base level and a new structural asphalt course. This total reconstruction is due to the introduction of new 18" RCP drainage pipe and drainage structures, new 8" water main and 6" force main, new curbs, new median islands and new sidewalk. The civil construction upgrades are aesthetically complemented by the introduction of new architectural lighting features, new diverse landscaping including new royal palms, sabal palms and live oak trees and new decorative stamped asphalt to enhance the improved appeal of the project corridor for future commercial and residential expansion.

Subtask 1: Pre-Construction

Description:

- A. Setup the pre-construction meeting, contact contractor, subs, stakeholders, utility companies, and government agencies to attend.
- B. Attend the preconstruction meeting, record, create and distribute the meeting minutes and EEO data collections to begin the construction Phase.
- C. Coordinate public outreach with the contractor. Including and not limited to attendance to coordination meetings with the public, issuance of informational notices and posting of proper signage as needed along the R/W. Ensure proper approach and coordination with the stakeholders and residents impacted by the construction activities.

Deliverable:

- Preconstruction meeting minutes and fulfillment of utility meeting coordination with utility and property owners. Public outreach and project kickoff notices distributed as approved by Owner.

Performance Measure: Deliverables will be reviewed by the Owner to confirm they are complete, accurate, and timely.

Subtask 2: Construction

Description:

- A. From Pre Construction meeting to substantial Completion Perform Site Visits to observe construction progress resulting in monthly site/progress logs, which report to the owner such data as the time of arrival, observations regarding construction progress and/or contractor or subcontractor performance, photo of progress and /or concerns, and time of departure. Other duties shall include:
 - Daily Work Report and Monthly Updates
 - Shop drawing/Submittal review
 - Review and respond to request for information (RFI) from contractor.

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- Review and negotiate change orders and plan modifications with contractor on behalf of City and coordinate such change orders with FDOT. Ensure proper procedures and applicability of the contract provisions and claims that should arise during construction.
 - Schedule of values review/comments.
 - Contractor Delivery Schedule review and comment.
 - Documentation that concrete is produced from National Ready-Mixed Concrete Association (NRCA) or FDOT certified plant per LAP Specifications.
 - Documentation that asphalt is produced from FDOT certified plant, per LAP Specification.
 - Documentation of Straight Edge tests.
 - Weekly density logbook for earthwork, backfill, drainage piping, etc.
 - Weekly density logbook for Proctors and soil classifications.
 - Collect asphalt tickets with all noted items pursuant to LAP Sheet.
 - Utilities coordination (Water, Sewer, Electric, etc.) - Consultant shall coordinate with the County to conduct a Utility Design Meeting with the involved Utility Agency/ Owners.
 - Verify and collect all results from Contractor field test.
- B.** Ensure the Contractor has access to the Equal Opportunity Compliance (EOC) system.
- C.** Ensure the Local Agency has given access of the (LAPIT) Local Agency Program Information Tool), to the assigned RCS.
- D.** Periodic collection of forms and data from the contractor and review of/ comment on same, ensure all information has been uploaded to LAPIT, and/or the EOC as applicable, which may include but not be limited to:
- All forms applicable for the City full compliance with the LAP contract requirements
 - Verify DBE firms in the EOC and ensure they have been entered into the EOC (Equal Opportunity Compliance Program) by the contractor.
 - Collect/review and ensure the Bid Opportunity List has been uploaded to LAPIT program by the RCS and have been entered into the EOC program by the contractor. Also ensure all additional subs have been updated on the form and have been uploaded to LAPIT and entered the EOC.

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- Collect/review FDOT Form 700-010-36, Certification of Sublet Work, and ensure it has been uploaded to LAPIT program by the RCS and have been entered into the EOC program by the contractor. Also ensure revisions have been added upon additions of subcontractors (all tiers).
 - Collect/review subcontract agreements/Purchase Order and ensure that FHWA 1273 Required Contract Provisions for Federal Aid Construction is inserted, in its entirety, in all contractor agreements including each subcontract and any lower tier subcontract or purchase order that may in turn be made.
 - Collect /review rental agreements for compliance with FHWA.
 - Collect Jobsite Board inspection (monthly) FDOT Form 275-021-10.
 - Obtain EEO Officer FDOT Form No 275-021-13, for contractor and subs at \$10,000.00 and above, and collect approval/registration letter of EEO Officer from EEO office in Tallahassee.
 - Collect contractors' and subcontractors Annual July Reports, if applicable.
 - Conduct a minimum of 4 hours average per working day – inspector assistance should be coordinated upon establishment/approval of the contractor construction baseline schedule
- E. Generation of reports, which may include, but not limited to:**
- NPDES Reports.
 - Building Permits and water management district permit monitoring reports.
 - Maintenance of Traffic Reports.
 - Material Testing reports and documentation.
- F. Conduct/attend meeting relative to project. Which may include, but not limited to:**
- Owner's Monthly- monitoring meeting regarding the contractor's schedule and progress (Frequency can be change/adjusted at the owner's convenience)
 - Construction operations progress meeting. The Inspector will hold a weekly meeting with the contractor field competent person an issue a weekly update.
 - Perform required Employee Interviews Report Labor/EEO complaint FDOT Form No 700-010-63, frequency as per contract amount, as outlines in EEO Compliance Workbook.
 - Conduct site inspections and generate report and photographic log of the work in progress. Inspections may include, but not limited to:

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- Periodic and continuous inspections of the project as the work being performed to ensure contractor's compliance with the project plans, permits and specifications.
 - Review Water Conveyance Package which includes final pressure testing reports, bacteriological testing, as-builts and the Engineer of Record certifications of the new watermains with the Health Department.
 - Inspect the project's site layout survey prior to clearing operation.
 - Inspect the clearing operation, contouring of the trail and its storm water swales.
 - Inspect any utilities associated with the project, whether protecting existing utility lines or installing new.
 - Inspect the preparation of the subbase materials, obtain all test results, direct the contractor to perform additional test as needed, if the area is in question.
 - Inspect installation of the base materials; verify the materials origin (from an FDOT approved source). Obtain all test results; perform additional tests as needed if the areas are in question.
 - Inspect paving operations, verify the material origins (from an FDOT approved source), and obtain all test results.
 - Ensure the contractor compliance with the Buy America requirements per applicable contract specifications.
 - Inspect paving operation, according to FDOT Standards.
 - Inspections may include but not be limited to the installation of sod, landscaping seed, and mulch, fences, signage, benches, drinking fountains, utilities as applicable in the contract documents.
 - Attending substantial completion inspection and generating a list of punch list items.
 - Attending Final Walkthroughs with all stakeholders and provide Final acceptance certification.
- G. Collect/review documentation for processing contractors pay applications, which may include but not limited to:**
- Certification Disbursement of Periodic payment to Subcontractors, FDOT from No: 700-010-38.

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- Obtain copies of payrolls to verify Davis Bacon Wages/ Consultant will verify that all job classifications are on the approved bid list of job classification and that all rates meet or exceed those rates.
- Certified payrolls form, FDOT Form No: 700-010-69.
- If there are payroll violations, FDOT Form No: 700-010-59.
- Construction Compliance with specification and plans, FDOT Form No: 700-020-02.
- Compile contractor invoices and review to confirm adequate support is received for quantities paid and ensure that invoice amounts match construction activities to date.
- Provide photographs for each pay request to documents complete work (2 copies).

Deliverable:

- Monthly report and form package (Include copies of all reports and logs generated, documents received from the contractor forms that may be applicable or the work done during the preceding month, meeting minutes and comments and approvals of any reviewed documents.)

Performance Measure: Deliverables will be reviewed by the Department to confirm they are complete, accurate, and timely.

Subtask 3: Project Close Out

Description:

- A. Collect forms and data from the contractor relative to the project completion. Forms and data may include, but not limited to:
 - Substantial completion inspection/punch list closeout.
 - Document final measure items on the as-built plans.
 - Provide project statement certifying materials on the project upon completion.
 - Assist in completion of Final Inspection Acceptance of Federal Aid Project, FDOT Form No: 525-010-42 (to be completed and signed by the Project Administrator, with a project description, and actual construction cost).
 - Record of Final Plans, FDOT Form No: 700-050-28 and Form No. 525-010-42.
 - Statement of Materials Certifications, with documentation that all deficiencies have been addressed.
 - Explanation of Liquidated Damages (State number of days assessed and damage amount per day with totals).

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- Certify as-built drawings submitted by the contractor.
 - Close-out the associated Health Department permits.
 - Close-out the associated water management district permits.
 - Close-out of project environmental local permits.
 - Track total payments to the DBE and non-DBE firms for FDOT Closeout.
 - Obtain DEP Substantial completion and final completion forms.
- B.** Collect forms and data from the contractor relative to project completion for project closeout. Forms and data may include, but may not be limited to:
- Signalization & Lighting Items.
 - Locate on as-built plans- track changes on as built.
 - Coordinate inspection and approval by appropriate maintaining agency.
 - Coordinate proper transfer to maintaining agency.
 - Striping/Pavement Marking/Signing.
 - Retro-reflectivity reading certification, FDOT Form No: 700-050-70.
 - Submit signed and sealed set of plans to FDOT District If revisions to plans have been made, submit revised sign, and sealed and dated plans by the Professional Engineer.
 - Provide final estimates of quantities.
 - Provide documentation of coordination with FDOT maintenance unit for punch list inspection.
 - Obtain copies of all materials certifications and upload to LAPIT program by the RCS.
 - Obtain copies of all pay applications and final estimates and upload to LAPIT program by the RCS.

Deliverable:

- Final Inspection report and Project Close Out Package. Provide AE certification that the project was completed per the approved plans and specifications.

Performance Measure: Deliverables will be reviewed by the Department to confirm they are complete, accurate, and timely.

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Project Schedule:

Activity	Duration (Calendar Days)
Subtask 1:	15 Days
Subtask 2:	270 Days
Subtask 3:	45 Days

CONTRACT DETAILS

PROJECT NAME:	CEI Services Park of Commerce Phase 2 FDOT Lap Project	
CONTRACT NUMBER:		
AD NUMBER:		
FM NUMBER:	442094-1-58-01	
AMENDMENT #:		
PLANNED START DATE:	6/1/2020	
PLANNED END DATE:	4/27/2021	
PROJECT LENGTH:	10	Months
TYPE OF CONTRACT RATES:	Table 6 only	
Contract Duration Adjustment Factor (CDAF):	0.00%	

DISTRICT: AFP VERSION:
LAST UPDATED:

Is this a Task Work Order Contract?

Sequence Number:

Format Table

WE-UNLOADED

Calculate Work Effort

Consultant	Comp Element	Job Classification	PREM OT	Straight OT	Rate	Hours	Cost	Percent Distribution Per Classification, Per Firm
AE Engineering Inc. Field	Basic Services	CEI Contract Support Specialist	No	No	\$ 45.50	866.25	\$ 39,414.38	29.83%
AE Engineering Inc. Field	Basic Services	CEI Inspector/Engineer Intern	No	No	\$ 23.66	825	\$ 19,519.50	28.41%
AE Engineering Inc. Field	Basic Services	CEI Project Administrator/CEI Project Engineer	No	No	\$ 54.60	866.25	\$ 47,297.25	29.83%
AE Engineering Inc. Field	Basic Services	CEI Res Compliance Specialist	No	No	\$ 27.30	165	\$ 4,504.50	5.68%
AE Engineering Inc. Field	Basic Services	CEI Senior Project Engineer	No	No	\$ 69.16	181.5	\$ 12,552.54	6.25%

Overtime

Calculate
Overtime

Consultant	Comp. Element	Rate	O/T%	Fixed Amount	Straight	Premium
AE Engineering Inc. Field	Basic Services	\$ -			\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -

No Premium O/T
No Premium O/T
No Premium O/T
No Premium O/T

Total Straight	Total premium
\$ -	\$ -

Click to Create
Table 6

Table 6 - Unit Rates

*No multipliers will be added to the following rates.

Consultant	Item	Unit	Rate
AE Engineering Inc.	CEI Contract Support Specialist Field	HOUR	\$ 125.00
AE Engineering Inc.	CEI Inspector/Engineer Intern Field	HOUR	\$ 65.00
AE Engineering Inc.	CEI Project Administrator/CEI Project Engineer Field	HOUR	\$ 150.00
AE Engineering Inc.	CEI Res Compliance Specialist Field	HOUR	\$ 75.00
AE Engineering Inc.	CEI Senior Project Engineer Field	HOUR	\$ 190.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/11/2020

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

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

PRODUCER M.E. Wilson Company LLC Waldorff Insurance & Bonding 45 Eglin Parkway NE Ste 202 Fort Walton Beach FL 32548	CONTACT NAME: Wayne Walker PHONE (A/C. No. Ext): 850-581-4925 FAX (A/C. No): 850-581-4930 E-MAIL ADDRESS: receptionist@waldorffinsurance.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : StarNet Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Travelers Casualty and Surety</td> <td>19038</td> </tr> <tr> <td>INSURER C : Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E : Landmark American Ins. Co.</td> <td>33138</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : StarNet Insurance Company		INSURER B : Travelers Casualty and Surety	19038	INSURER C : Charter Oak Fire Insurance Co	25615	INSURER D : Travelers Indemnity Company	25658	INSURER E : Landmark American Ins. Co.	33138	INSURER F :
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INSURER F :															
INSURED AE Engineering, Inc. 219 N. Newman St., 4th Floor Jacksonville FL 32202	AEEN-01														

COVERAGES

CERTIFICATE NUMBER: 1173477933

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		680-2J533540-20-47	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-2J535060-20-GRP	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-2J538584-20-47	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-2J538431-19-47-G	6/21/2019	6/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E A	Professional Liability Maritime Employers Liability			LHR777368 BOUM-P-19-0275	7/31/2019 7/7/2019	7/31/2020 7/7/2020	Limit 2,000,000 Limit 1,000,000

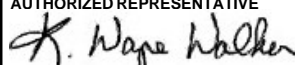
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This insurance is Primary and Non-Contributory when required by written contract as respects to general liability. Certificate Holder is listed as Additional Insured, when required by written contract, as pertains to general liability and commercial auto.

Cancellation Provision: 30 Days Notice of Cancellation except 10 days for non-payment of premium as respects to general liability and commercial auto.

Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**

City of Lake Worth 1749 3rd Avenue South Lake Worth FL 33460	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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