



Evaluation Committee Meeting Minutes

Town of Lake Park, Florida

Request for Proposals No. 101-2017

Professional Planning Services

Monday, January 30, 2017, 9:30 a.m.

Town Hall Commission Chamber, 535 Park Avenue

An Evaluation Committee Meeting was conducted on Monday, January 30, 2017 at 9:32 a.m. Present were Town Manager John O. D'Agostino, Community Development Director Nadia DiTommaso, Finance Director Blake Rane, Town Planner Scott Schultz and Town Clerk Vivian Mendez.

Finance Director Rane called the meeting to order, Community Development Director DiTommaso introduced herself and staff as members of the Evaluation Committee for Request for Proposals No. 101-2017 Professional Planning Services for Mixed Use Federal Highway Corridor Phase I Land Development Regulations and Phase II Comprehensive Plan Amendements and Land Development Regulations for the Town of Lake Park. She explained that the Request for Proposals was originally advertised on January 2, 2017 and re-advertised on January 8, 2017. She added that the mandatory pre-bid meeting was held on January 11, 2017 at 4:00 p.m. and that the bid-opening was held on January 24, 2017 at 10:00 a.m. She explained that Gray Robinson Attorneys at Law and Redevelopment Management Association submitted proposals in response to RFP No. 101-2017.

Community Development Director DiTommaso explained that she had reviewed the submittal of Gray Robinson Attorneys at Law and although they were qualified and responsible in terms of their submittal she did not believe that they were responsive. She explained that they did not provide details about the qualifications and experience of their firm, including sub-consultants, with the types of services described in Article IV of the Request for Proposals (see Exhibit "A"). She explained that no timeline was provided for their workplan and that she deemed Gray Robinson Attorneys at Law as non-responsive based on her evaluation. Town Planner Schultz agreed.

Town Manager D'Agostino agreed with the comments of Community Development Director DiTommaso. He explained that from a technical perspective he believed that Gray Robinson Attorneys at Law could write the Land Development Regulations. He explained the importance of community engagement and interest in the planning process and that he did not believe that Gray Robinson Attorneys at Law would effectively engage the community.

Finance Director Rane explained that the Committee could make a motion to disqualify the submittal of Gray Robinson Attorneys at Law or continue with the evaluation of both submittals to record the evaluation scores. Town Manager D'Agostino explained that he would not be opposed to the score evaluation of Gray Robinson Attorneys at Law being on the record. Community Development Director DiTommaso explained that she believed the score evaluation of Gray Robinson Attorneys at Law should not be on the record because they were not responsive. She explained that in the event that plans did not continue with

Redevelopment Management Associates, Gray Robinson Attorneys at Law would need to be informed because they were evaluated and scored.

Motion: Town Planner Schultz moved to disqualify the submittal of Gray Robinson Attorneys at Law for RFP No. 101-2017 for nonresponsiveness; Town Manager D’Agostino seconded the motion.

Vote on Motion:

Committee Member	Aye	Nay	Other
Committee Member D’Agostino	X		
Committee Member DiTommaso	X		
Committee Member Schultz	X		

Motioned passed 3-0

Community Development Director DiTommaso explained that she scored the submittal of Redevelopment Management Association fairly high (see Exhibit “B”). She explained that they focused on the needs of the Town of Lake Park and that they provided examples of previous projects which demonstrated their potential to work effectively with the Town. Town Planner Schultz and Town Manager D’Agostino agreed with the comments of Community Development Director DiTommaso.

Community Development Director DiTommaso explained that going forward a request for approval to enter into contract with Redevelopment Management Association would be presented to the Town Commission. She explained that a contract negotiation period would ensue and thereafter the final contract and supplemental material would be presented before the Town Commission at its Regular Commission Meeting on Wednesday, March 15, 2017 at 6:30 p.m.

Community Development Director DiTommaso explained that the Evaluation Committee could open the price proposal envelopes. Finance Director Rane asked Town Clerk Mendez to open the price proposal envelopes and to read them aloud for the record. Town Clerk Mendez explained that there were two options for lump sums not to exceed, she stated, “option one was not to exceed \$236,000.00 and that option two was \$173,000.00”. She explained the scope of service per option one and two (see Exhibit “C”).

Town Manager D’Agostino explained that the projected date of completion for Phase I was about August-September of 2017 and that the projected date of completion for Phase II was about February-March of 2018. Community Development Director DiTommaso explained that option one listed Phases I & II separately for a projected completion of 20 months. She added that option two combined Phases I & II for a projected completion of 13 months.

Motion: Town Manager D’Agostino moved to present the selection of Redevelopment Management Association to the Town Commission and to request permission to negotiate contract specifications for RFP No. 101-2017; Community Development Director DiTommaso seconded the motion.

Vote on Motion:

Committee Member	Aye	Nay	Other
Committee Member D’Agostino	X		
Committee Member DiTommaso	X		
Committee Member Schultz	X		

Motioned passed 3-0

The Evaluation Committee requested that Town Clerk Mendez open the proposal of Gray Robinson Attorneys at Law. Town Clerk Mendez read the proposal for the record (see Exhibit “D”). Community Development Director DiTommaso explained that the proposal of Gray Robinson Attorneys at Law did not accurately address the needs for the Town of Lake Park RFP No. 101-2017.

ADJOURNMENT:

There being no further business to come before the Evaluation Committee and after a motion to adjourn by Town Manager D’Agostino and seconded by Community Development Director DiTommaso and by unanimous vote, the meeting adjourned at 9:56 a.m.

Deputy Town Clerk Shaquita Edwards

Exhibit "A"

TOWN OF LAKE PARK

**535 Park Ave.
Lake Park, FL. 33403**

**REQUEST FOR PROPOSAL
RFP No. 101-2017**

**PROFESSIONAL PLANNING SERVICES
MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1
LAND DEVELOPMENT REGULATIONS AND PHASE 2
COMPREHENSIVE PLAN AMENDMENTS AND LAND
DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK**

Prepared by:

**TOWN OF LAKE PARK
Nadia Di Tommaso, Community Development Director
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Email: nditommaso@lakeparkflorida.gov**

Town of Lake Park RFP No. 101-2017

Date of Advertisement: January 2, 2017 (re-advertised January 8, 2017)

**TOWN OF LAKE PARK
REQUEST FOR PROPOSAL
RFP No. 101-2017**

**PROFESSIONAL PLANNING SERVICES
MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1
LAND DEVELOPMENT REGULATIONS AND PHASE 2
COMPREHENSIVE PLAN AMENDMENTS AND LAND
DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK**

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida is soliciting proposals from qualified consulting firms to perform PROFESSIONAL PLANNING SERVICES to develop a MIXED-USE DISTRICT for the Federal Highway corridor in the Town of Lake Park. The corridor incorporates the east and west side of Federal Highway between Silver Beach Road (to the north), Palmetto Drive (to the south), 2nd Street (to the west) and Lake Shore Drive (to the east). The selected consultant will be expected to provide a range of consulting, planning and architectural rendering services, including public engagement initiatives and presentations, comprehensive plan amendments, and the creation of land development regulations. The consultant will conduct all of the tasks identified in the RFP package. The development of the Mixed-Use District will be a two-phased approach for which Phase 1 (the east side of the corridor) has already undergone Comprehensive Plan Amendments and requires the creation of land development regulations, and Phase 2 (the west side of the corridor) requires both the Comprehensive Plan Amendments and the creation of Land Development Regulations.

RESPONSE PROCEDURE: In order to be considered, qualified firms must submit a letter of interest, statement of qualifications and proposal in hard copy and on compact disk, and a separate sealed price envelope with the firm's fee schedule and cost estimate to the Town Clerk by 10:00 A.M. local time, January 24, 2017. The Town Clerk's Office is located on the second floor of Town Hall at 535 Park Avenue, Lake Park, Florida 33403. Responses received after that time will be returned unopened. A mandatory pre-bid meeting will be held on Wednesday, January 11, 2017 at 4:00 P.M. local time.

Statement of qualifications must be submitted to the Town Clerk pursuant to the above directions and shall not exceed ten pages in length and must, at a minimum, include the following information:

- a. Firm's name and address of the responsible office.
- b. Contact person, phone number and Internet Email Address.
- c. A statement setting forth the qualifications of the firm.
- d. Identification of any sub-consultant relationships that may be considered to fulfill the services/tasks identified in the RFP package.

- e. Identification of the firm's key personnel and their proposed roles and expertise (do not include resumes).
- f. Proposed study approach and proposed schedule/timeline for completion.

Proposal must be submitted to the Town Clerk pursuant to the above directions and shall not exceed 10 pages. Samples of similar-type initiatives may be enclosed and will not count towards the 10-page maximum.

Separate Sealed Price Envelope-Provide a complete line item budget for all phases of work listed in the RFP Scope of Work. Submit in a separate sealed envelope identifying "RFP 101-2017 - FEE SCHEDULE/COST ESTIMATE, Professional Planning Services, and include name of the company submitting".

SELECTION PROCESS: The submittals of each firm will be reviewed by an evaluation committee appointed by the Community Development Director. The Evaluation Committee will rank the firms based on criteria identified in the RFP packet. The sealed price envelope of all firms will then be opened for considerations of negotiation of a contract with the highest ranked firm. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and the Town will negotiate with the second place firm. This process will be followed until a mutually satisfactory agreement is reached.

Respond To:

Vivian Mendez, CMC, Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, FL. 33403, tel. (561) 881-3311.

The Town of Lake Park reserves the right to accept or reject any or all statements of qualification (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the statements of qualification which in its judgement best serve the Town.

Vivian Mendez, CMC
Town Clerk
Town of Lake Park, FLORIDA
Published on: January 2, 2017, Palm Beach Post
January 8, 2017, Palm Beach Post

**TOWN OF LAKE PARK
REQUEST FOR QUALIFICATIONS
RFQ No. 101-2017**

ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES

The Town of Lake Park, Florida is soliciting **PROFESSIONAL PLANNING SERVICES** for **MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1 LAND DEVELOPMENT REGULATIONS AND PHASE 2 COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS-TOWN OF LAKE PARK** for the development of a Mixed-use District or Districts for the areas along the east and west of Federal Highway in the Town of Lake Park. The boundaries of the District are the east and west side of Federal Highway between Silver Beach Road (to the south), Palmetto Drive (to the north), 2nd Street (to the west) and Lake Shore Drive (to the east) as shown on the attached map. The selected consultant will be expected to provide planning and architectural rendering services, lead public engagement initiatives and presentations, prepare and review comprehensive plan amendments and land development regulations pertaining to the planning area. The consultant or other professionals under the consultant's direction will conduct all of the tasks identified in the RFP. The Town envisions that the planning services should plan for separate Mixed-Use Districts in two main phases, with a three phased approach. Phase 1 is to plan the east side of Federal Highway. Because the Town has already transmitted Comprehensive Plan Amendments for the east side of Federal Highway, the consultant's must first evaluate the transmitted plan amendment to understand the densities and intensities of the residential and commercial development reflected in the sub districts contained in the transmitted plan amendment and if needed, recommend any changes rather quickly which might be more appropriate to promote the redevelopment of this area prior to the Commission's adoption of the plan amendments, or accept the recommendations and allow for Commission adoption. In addition as part of Phase 1, the consultant will be expected to recommend land development regulations to implement the amendments it ultimately recommends for adoption by the Commission for this Phase. Phase 2 is to plan the west side of Federal Highway. The services required as part of Phase 2 requires that the consultant recommend both the Comprehensive Plan Amendments and Land Development Regulations for the west side of Federal Highway. These plan amendments and Land Development Regulations must take into consideration the different existing character and scale of the residential uses east (multi-family) and west of Federal Highway (predominately single family). A separate phase factored into Phase 2 (also referred to as Phase 3) involves the feasibility of using Transfer of Development Rights (TDR) whereby development rights assigned to properties within the Mixed Use District on the west side of Federal Highway might be transferred to properties in the Mixed Use District on the east side of Federal Highway. Because the Town has not proposed a well-developed framework for a TDR program between properties in Phases 1 and 2, the planning theory that has previously been mentioned by the Commission is whether a TDR program can be used to incentivize the preservation of the residential single family character of properties (particularly those that may have historical architectural characteristics or qualities) by creating development rights for the identified properties on the west side of Federal Highway that can be sold and transferring these development rights (in the form of increased densities and intensities) to realize the densities and intensities assigned by the

transmitted plan amendments to properties on the east side of Federal Highway. The consultant would be expected to thoroughly examine the feasibility of such a TDR program and offer an opinion of whether there is realistically a market for such a TDR program as part of the overall Phase 2 report. If there is not, the densities and intensities contained in the sub districts of the transmitted plan amendments may have to be adjusted (hence the Phase 1 task of re-evaluating the transmitted plan amendments).

ARTICLE II. REQUIRED PROFESSIONAL DISCIPLINES

Consultants submitting responses to this RFP shall submit sufficient information to clearly describe their ability to provide the services required in Article IV. The respondent shall include the professional disciplines and capabilities of each individual who is expected to provide services, including any sub-consultants.

The respondent shall clearly identify the names and qualifications of the “core” team fulfilling the requirements of the proposed services. The respondent shall identify a team leader who will also serve as the primary contact for the services.

The Town’s selection of the successful respondent may be based, in part, on the local presence of the consultant and any sub-consultants, but is not necessarily a major consideration. In consideration of any local preference (Palm Beach County), the Town will take into consideration whether or not it would be expected to pay for any expenses such as food, lodging, and per diem or travel related expenses for consultants or sub consultants who are not located in Palm Beach County. Unilateral changes of sub-consultants anytime during the process, and after the award, will not be authorized unless specifically approved in writing by the Town.

ARTICLE III. EVALUATION CRITERIA FOR SHORT LISTING

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

Max. Points	Category
30	<i>Qualification and Experience of Proposer’s Firm and Sub-Consultants.</i> <ul style="list-style-type: none">• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article IV.• Technical expertise and ability of consultant team to develop an implementable mixed-use plan.• Past performance records and references from other local governments.
15	<i>Planning Process Skills</i> <ul style="list-style-type: none">• Ability to evaluate current the conceptual ideas of density and intensity, including the currently transmitted plan amendments for the east side of Federal Highway

and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town.

- Understanding of market factors that will drive economically viable recommendations.
- Strong ability to illustrate planning and design concepts using advanced systems.
- Ability to effectively communicate and work with the Town Manager and his Staff, Planning & Zoning Board, Town Commission, residents, and businesses in the town.
- Documented experience in preparing and implementing mixed-use districts in other areas of Florida.
- Documented experience in successful community consensus building.
- Creative and effective presentation style and public outreach efforts.
- Ability to interface with the Town's mixed use vision of the areas east and west of Federal Highway and to integrate what has thus far been proposed by the town for this mixed-use initiative into plan amendments and land development regulations which will promote an economically feasible plan for redevelopment in this area.

10 ***Proposal Quality.***

- Readability, completeness, organization of proposal.
- Brevity.

10 ***Public Process & Involvement***

- Demonstrated ability to work with citizens, public agencies and private sector.
- Consultant initiatives and past experience to encourage public participation.

10 ***Familiarity with the Project***

- Knowledge of project background, needs & goals.
- Special considerations.

10 ***Performance on Past Projects***

- Identify specific similar project(s). Documented presentations before Local, County, or State Officials and the outcome of those presentations in the form of projects that have moved forward.
- Statement regarding completion on time and within budget.

10 ***Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants:***

- Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in Palm Beach County
- Proximity of key personnel
- Availability of key personnel
- Approach to maintaining good communication.

5

Knowledge/understanding of the Town

- Understanding of the Town’s governmental process.
- Understanding of the Town’s planning staff technical capability.

ARTICLE IV. CATEGORIES/TASKS OF PROCESS (SCOPE OF WORK)

Planning Process

- Understanding the vision of the mixed-use corridor bounded on the east by high density residential and bounded on the west by single family residential.
- Engage stakeholders into the planning and design process.
- Engage the community to participate in the process.
- Inform Town Staff, Treasure Coast Regional Planning Council, Palm Beach County MPO, Florida Department of Transportation and elected officials, and all other necessary agencies
- Develop a mixed-use approach blend residential, commercial, cultural, and institutional to accomplish physical and functional integration with pedestrian connections from Federal Highway to Lakeshore Drive.
- Identify specific infrastructure needs and/or projects to activate and support private investment.
- Identify potential sources of grants to match public or private investment.

Planning Tasks

- Analyze and evaluate the mixed use concepts previously presented to the public by Lake Park staff and the work that has been completed which thus far includes only the transmittal of comprehensive plan amendments for the east side of Federal Highway.
- Review all design guidelines and design standards as related to the Florida Department of Transportation, U.S. Highway 1.
- Develop a mixed-use architectural design to blend residential, commercial, cultural, and institutional to accomplish physical and functional integration with pedestrian connections. The development of a Mixed-use District or Districts for the areas along the east and west of Federal Highway in the Town of Lake Park. The boundaries of the District are the east and west side of Federal Highway between Silver Beach Road (to the south), Palmetto Drive (to the north), 2nd Street (to the west) and Lake Shore Drive (to the east) as shown on the attached map. The selected consultant will be expected to provide planning and architectural rendering services, lead public engagement initiatives and presentations, prepare and review comprehensive plan amendments and land development regulations pertaining to the planning area. The consultant or other professionals under the consultant’s direction will conduct all of the tasks identified in the RFP. The Town envisions that the planning services should plan for separate Mixed-Use Districts in two main phases, with a three phased approach. Phase 1 is to plan the east side of Federal Highway. Because the Town has already transmitted Comprehensive Plan Amendments for the east side of Federal Highway, the consultant’s must first evaluate the transmitted plan amendment to understand the densities and intensities of the residential and commercial development reflected in the sub districts contained in the transmitted plan amendment and if needed, recommend any changes rather quickly which might be more appropriate to promote the redevelopment of this

area prior to the Commission's adoption of the plan amendments, or accept the recommendations and allow for Commission adoption. In addition as part of Phase 1, the consultant will be expected to recommend land development regulations to implement the amendments it ultimately recommends for adoption by the Commission for this Phase. Phase 2 is to plan the west side of Federal Highway. The services required as part of Phase 2 requires that the consultant recommend both the Comprehensive Plan Amendments and Land Development Regulations for the west side of Federal Highway. These plan amendments and Land Development Regulations must take into consideration the different existing character and scale of the residential uses east (multi-family) and west of Federal Highway (predominately single family). A separate phase factored into Phase 2 (also referred to as Phase 3) involves the feasibility of using Transfer of Development Rights (TDR) whereby development rights assigned to properties within the Mixed Use District on the west side of Federal Highway might be transferred to properties in the Mixed Use District on the east side of Federal Highway. Because the Town has not proposed a well-developed framework for a TDR program between properties in Phases 1 and 2, the planning theory that has previously been mentioned by the Commission is whether a TDR program can be used to incentivize the preservation of the residential single family character of properties (particularly those that may have historical architectural characteristics or qualities) by creating development rights for the identified properties on the west side of Federal Highway that can be sold and transferring these development rights (in the form of increased densities and intensities) to realize the densities and intensities assigned by the transmitted plan amendments to properties on the east side of Federal Highway. The consultant would be expected to thoroughly examine the feasibility of such a TDR program and offer an opinion of whether there is realistically a market for such a TDR program as part of the overall Phase 2 report. If there is not, the densities and intensities contained in the sub districts of the transmitted plan amendments may have to be adjusted (hence the Phase 1 task of re-evaluating the transmitted plan amendments).

- Attend Public hearings on zoning and land use changes.

Public/ Stakeholder Engagement

- Develop collaborative process involving the existing corridor business and property owners, property owners to the west and east of the corridor, existing business and property owners in other parts of Lake Park and investors from outside the Town.
- Hold regular steering/project management meetings with Staff and Boards that are open to the public.
- Provide periodic updates to the Town Community Development Director.
- Convene a high profile event to kick of the project to engage community interest in the planning process.
- Conduct public informational meetings as needed.
- Conduct outreach and community based design development through participatory techniques such as a design charrette or focus groups.
- Conduct one on one meetings with business and property owners r as needed.
- Conduct one on one meetings with potential investors who may express interst in redeveloping properties within the planning area.

- Conduct a focus group/design charrette with stakeholders to develop a vision and design concept for the corridor as needed.
- Provide a final presentation to the Town Commission for each phase.
- Prepare and deliver presentations as required for public hearings on zoning and land use changes for each phase.
- After each phase adoption, convene a high profile event to market the project to engage community interest and most importantly investor interest in the planning process.

Deliverables

- **The submission of a detailed work plan that includes all phases. The consultant will be required to deliver a complete set of “implementable” Land Development Regulations for Phase 1 (east side of the corridor), followed by Phase 2 Comprehensive Plan Amendments and Land Development Regulations (for the west side of the corridor), and if the consultant deems it feasible to recommend a TDR program for the first two phases. An opinion and re-evaluation on the reasonableness of the proposed density on the east side of the corridor is required, along with a specific evaluation of utilities and the impact that dense and intense development will have to the placement, location, and overall feasibility of underground utilities. Examples of similar, successful, mixed-use initiatives using similar geographical constraints, specific to the creation of LDR’s and Comprehensive Plan Amendments should be provided.**

Each phase shall include:

- After all the required research and analysis has been conducted, the preparation and presentation of an electronic copy (and one CD copy) of the *Draft Report* detailing the analysis undertaken, conclusions drawn (including visual renderings) and options considered and evaluated, along with the proposed recommendations that address the full scope of work, to be submitted to the Town’s Community Development Director, Nadia Di Tommaso, for review and internal distribution (nditommaso@lakeparkflorida.gov).
- Upon satisfactory review by the Town, the preparation and presentation of one electronic copy, three hard copies, and one CD of the *Final Report* including all final findings and recommendations and presentation of the same to the public and the public boards involved in the public hearing process for approval. Submittals are to be made to the Town’s Community Development Director, Nadia Di Tommaso (nditommaso@lakeparkflorida.gov).
- Revisions and resubmittals of the Final Report as needed and contingent upon the outcome of the approval process.

General Project Management Responsibilities

- Preparing and facilitating all presentations and meetings including public meetings, one on one meetings with stakeholders and identifiable potential investors.
- Regular communication with Town staff, Town Manager and interested stakeholders.
- Preparation of all advertisements and informational materials necessary for educating and updating elected officials, stakeholders and the general public.
- Summarize discussions, comments, and attendance from all meetings.

ARTICLE V. TIMELINE *(all dates are dependent on the prior date being successful)*

RFP Advertisement

➔ January 2, 2017 (re-advertised January 8, 2017)

RFP Packets ready for pick-up

➔ January 5, 2017 at 9:00 A.M.

RFP Mandatory Pre-Bid Meeting

➔ January 11, 2017 – 4:00 P.M.

RFP Bid Opening

➔ January 24, 2017 – 10:00 A.M.

Distribution of RFP submittals to Evaluation Committee

➔ January 25, 2017

Evaluation Committee Meeting to rank submittals/open sealed cost proposals (public meeting).

➔ January 30, 2017

Town Commission meeting agenda item to announce ranking and request to enter into Contract Negotiations.

➔ February 15, 2017

Contract Negotiation with highest ranked firm

➔ February 15, 2017 – February 24, 2017

Contract approval by Town Commission

➔ March 15, 2017

Phase 1 (east side land development regulations/renderings). Timeframe for selected consultant initiation through completion

➔ March 16, 2017 through August 18, 2017 (special call meetings will need to be accommodated as needed). Marketing event to the public and investors of final adopted plan to be held (approximately) in August/September 2017.

Phase 2 (west side public workshop process, comprehensive plan amendments and land development regulations/renderings). Timeframe for selected consultant initiation through completion

➔ September 1, 2017 through March 1, 2018 (special call meetings will need to be accommodated as needed). Marketing event to the public and investors of final adopted plan to be held (approximately) in February/March 2018.

ARTICLE VI. CONTRACT FORM

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

ARTICLE VII. FINAL SELECTION METHOD

SELECTION PROCESS: The submittals of each firm will be reviewed by an evaluation committee appointed by the Town. The Evaluation Committee will rank the firms based on criteria identified in the RFP packet. The sealed price envelope of all firms will then be opened for considerations of negotiation of a contract with the highest ranked firm. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and the Town will negotiate with the second place firm. This process will be followed until a mutually satisfactory agreement is reached.

ARTICLE VIII. CONE OF SILENCE

The Town complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, **Cone of Silence**, prohibits oral communication between: 1) any person or their representative seeking an award from a competitive solicitation; and 2) any member of the governing body or any government employee authorized to act on behalf of the governing body, regarding a particular Request for Proposal, Request for Qualification, bid or any other competitive solicitation. The “Cone of Silence” is in effect from the time/date of the deadline for submission of the proposal, until the time the selection process ends through award, rejection of all proposals, or other action that ends the solicitation process. All communications regarding this competitive solicitation shall be addressed in written form to the Town Clerk. These provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

ARTICLE IX. TERM OF CONTRACT

The term of the contract is proposed for one (1) year from the effective date unless all services are complete in advance.

SAMPLE CONTRACT
NOT A FINAL CONTRACT (for reference only)

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

.....
THIS CONTRACT, made this ____day of _____, 2017, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the “the Town” and, a State of Florida Corporation, FEID Number....., hereinafter designated as “the CONSULTANT”.

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality with those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other person, pursuant to Florida Statutes; and

WHEREAS, the TOWN has publicly announced its desire to procure professional services and has solicited proposals from qualified firms; and

WHEREAS, the CONSULTANT has responded to the TOWN’S solicitation of proposals and the CONSULTANT is qualified and willing to provide said services; and

WHEREAS, the Town Commission has determined that the CONSULTANT can provide professional services to the TOWN in the most cost effective and efficient manner; and

WHEREAS, the TOWN and the CONSULTANT hereby enter into this CONTRACT to establish the legal obligations of the parties; and

WHEREAS, the TOWN has budgeted funds in the current fiscal year budget which are available for the funding of GENERAL ENGINEERING CONSULTANT SERVICES under this CONTRACT; and

WHEREAS, on _____, 2017, the Town enacted Resolution No. _____, approving an Agreement with the CONSULTANT for Professional Planning Services.

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

SECTION 1. STATEMENT OF WORK, SERVICES AND PERFORMANCE:

1.1 The CONSULTANT shall, to the satisfaction of the TOWN, fully and timely provide services outlined in RFP No. 101-2017. The TOWN reserves the right to seek the services of other consultants in work associated with RFP No. 10__-2017 or the

recommendations resulting from work performed under RFQ No. 101-2017. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work.

1.2 In the performance of professional services, the CONSULTANT will use that degree of care and skill ordinarily exercised by other similar professional in the field under similar conditions in similar localities. The CONSULTANT will use due care in performing its services and will have due regard for acceptable planning and engineering standards and principles. CONSULTANT'S standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

1.3 Where on-going projects are contemplated, before performing any services, the TOWN and CONSULTANT will negotiate necessary scope of work and consultant fees and enter into a Supplemental Agreement covering such work and compensation. Reference herein to the Agreement will be considered to include any Supplement Agreement.

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

1.5 All services will be performed by the CONSULTANT to the satisfaction of the Town Manager who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. Adjustments of compensation and/or contract time because of any on-going or supplemental work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered in the parties in accordance herewith.

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

1.7 All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under the Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of the Town upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Town at any time during the performance of such services

and/or upon completion or termination if the Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The CONSULTANT will not copyright any material and products or patent any invention developed under this agreement. The Town will have the right to visit the site for inspection of the work and the products of the CONSULTANT at any time.

1.8 The CONSULTANT agrees that the sub-consultants identified in the “Project Organization Chart,” attached hereto as **Exhibit “A,”** and made part of this CONTRACT, shall provide services under this CONTRACT.

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

SECTION 2. FEES FOR SERVICES

2.1 CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT.

2.2 CONSULTANT shall assign all work for which there is a cost recovery account that account, at the hourly rates set forth in **Exhibit “B.”** Any amounts assigned to cost recovery accounts will be credited against the recovery fee amounts.

2.3 TOWN shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT’s proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

2.4 Notwithstanding any provisions of this Agreement to the contrary, TOWN may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud of reasonable evidence indicating fraud by CONSULTANT. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to TOWN, payment may be made. The amount withheld shall not be subject to payment of interest by the Town.

2.5

2.6 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, courier services and other approved reimbursables, with no multiplier.

SECTION 3. TERM/TERMINATION

3.1 The TERM OF AGREEMENT shall commence on the date that is fully executed by all parties and shall continue in full force and effect unless and until it terminated as provided below.

3.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of TOWN up through the date of termination. Under no circumstances shall TOWN make payment for services that have not been performed.

3.3 TERMINATION-With Cause- This Agreement may be terminated by either party upon five (5) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminate by TOWN, CONSULTANT shall indemnify TOWN against loss pertaining to the termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provision of Section 3.2 shall apply.

3.4 TERMINATION-Transfer of Ownership- This Agreement may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify Town Manager at least ten (10) business days before any such change in ownership of CONSULTANT.

3.5 Upon termination, CONSULTANT shall turn over to TOWN all finished or unfinished work product, documents, data, studies, surveys sketches, plans and reports in its possession. It shall also reasonably assist the TOWN and any replacement consultant in the transition, including taking any acts necessary to allow the transfer of the GIS system.

SECTION 4. DEFAULT

4.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;

- c. CONSULTANT has failed to obtain the approval of the TOWN where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

4.2 In the event CONSULTANT fails to comply with the provision of this Agreement, the TOWN may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 4.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the TOWN within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the TOWN's right to terminate, at any time pursuant to Section 3 above, and its right for damages under Section 4.3.

4.3 In the Event of Default by the CONSULTANT, it shall be liable for all damages resulting from the default.

4.4 The TOWN may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the TOWN. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The TOWN's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other right and remedies available to the TOWN in law or in equity.

SECTION 5. STATUS REPORTS AND UPDATES

5.1 On or before the first day of every month, CONSULTANT shall prepare and deliver to the TOWN MANAGER status reports showing the status of all pending work authorizations and projects.

SECTION 6. HOURS OF OPERATION

6.1 CONSULTANT shall maintain fully staffed business hours equal to, but not less than the Town's business hours of 8:30 AM to 5:00 PM, Monday through Friday, with the exception of official holidays as designated in the Code of the Town of Lake Park.

SECTION 7. POLICY OF NON-DISCRIMINATION

7.1 CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color,

gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as basis for service delivery.

SECTION 8 DRUG FREE WORKPLACE

8.1 CONSULTANT shall maintain a Drug Free Workplace.

SECTION 9. INDEPENDENT CONTRACTOR

9.1 CONSULTANT is an independent contractor under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of TOWN. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

SECTION 10. ASSIGNMENT

10.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the Town Manager.

SECTION 11. CONFLICTS OF INTEREST

11.1 CONSULTANT shall not perform any services for any private sector clients (including but not limited to, developers, corporations, real estate investor, etc.) on projects within the jurisdictional boundaries of the TOWN.

11.2 CONSULTANT shall not perform any services for any municipality that is contiguous to the TOWN, unless approved by the Town Manager.

11.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the TOWN. In such instance, CONSULTANT shall disclose the relationship immediately to the Town Manager, who may retain an alternate consultant for those services.

11.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SECTION 12. INDEMNIFICATION

12.1 CONSULTANT shall indemnify, defend and hold harmless TOWN, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury,

bodily injury sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omission of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

12.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provision of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 13, Insurance.

12.3 CONSULTANT shall indemnify TOWN for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the TOWN to the extent that is based on a claim that products or services furnished to TOWN by CONSULTANT pursuant to this Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 13. INSURANCE

13.1 The CONSULTANT shall maintain, or cause to be maintained, the following specified insurance coverage in the amounts set forth hereafter during the full period of the Contract and any extensions thereof, which must include the following coverage and minimum limits of liability:

- a. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** for all employees of the CONSULTANT for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the CONSULTANT and all subcontractors. **EMPLOYERS LIABILITY LIMITS** shall not be less than One Million (\$1,000,000.00) Dollars each accident; One Million (\$1,000,000.00) Dollars disease-policy limit; and, One Million (\$1,000,000.00) Dollars disease-each employee.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of One Million (\$1,000,000.00) Dollars, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement of Two Million (\$2,000,000.00) Dollars aggregate.
- c. **PROFESSIONAL LIABILITY INSURANCE** in the minimum amount of \$1,000,000 per occurrence
- d. **BUSINESS AUTO LIABILITY** with minimum limits of one million (\$1,000,000.00) Dollars or combined Single Limit for Bodily Injury and Property

Damage Liability. This insurance must be an "any-auto" policy including Owned, Hired, Non-Owned, and Employee Non-Ownership Coverage.

The TOWN shall be included as an Additional Named Insured under the General Liability and Automobile Liability policies and a waiver of subrogation against the TOWN shall be included in all Workers' Compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract and any extensions thereof. There shall be a thirty (30) day notification to the TOWN, in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the CONSULTANT to ensure that all subcontractors are adequately insured or covered under their policies.

All Certificates of Insurance shall be kept on file with the TOWN, and approved by the TOWN prior to the commencement of any work activities. The TOWN may at its discretion, require the CONSULTANT to provide a complete certified copy of the insurance policy(s). If this Contract includes the installation of machinery and/or equipment into an existing structure, the Comprehensive General Liability policy must include an endorsement covering same, including installation and transit.

13.2 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: A+ to B+.

13.3 All required insurance shall preclude any underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

13.4 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional named insured shall not apply to TOWN.

13.5 Violation of the terms of this Section 13 and its sub-parts shall constitute a material breach of the Contract by the CONSULTANT and the TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONSULTANT shall thereupon cease and terminate.

SECTION 14. REPRESENTATIVE OF TOWN AND CONSULTANT

14.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates _____ as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

14.2 The Town Manager shall have the right to require CONSULTANT to change any personnel working on TOWN projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from Town Manager shall not be made unreasonably or arbitrarily.

SECTION 15. COSTS AND ATTORNEY’S FEES

15.1 If either TOWN or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including by not limited to, costs and reasonable attorney’s fees.

SECTION 16. NOTICES

16.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice.

FOR CONSULTANT: _____

FOR TOWN: John O. D’Agostino, Town Manager
Town of Lake Park
535 Park Avenue, Lake Park, Fl. 33403
Tel. (561) 881-3304 Fax. (561) 881-3314

With Copy to: Thomas J. Baird, Esquire
Town Attorney
4741 Military Trail, Suite 200
Jupiter, Fl. 33458
Tel. (561) 650-8233

SECTION 17. RIGHTS IN DATA; COPYRIGHT; DISCLOSURE

17.1 Definition. The term “Data” as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

17.2 Rights in Data. Drawings, specification, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of TOWN and TOWN shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. TOWN shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

17.3 Copyrights. No data developed and or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the Town. Consultant shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the Town Manager and provides said Town Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

17.4 If this Agreement is terminated for any reason prior to completion of the work, the TOWN may, in its discretion, use any design and documents prepared hereunder.

SECTION 18. SUBCONSULTANTS

18.1 Subconsultants, if needed, will be subject to the prior written approval of the Town Manager.

SECTION 19. COMPLIANCE WITH LAWS

19.1 CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 20. TRUTH-IN NEGOTIATIONS CERTIFICATE

20.1 Signature of this Agreement by 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.

SECTION 21. OWNERSHIP OF DOCUMENTS

21.1 CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the TOWN to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the TOWN. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the Town Manager, which may be withheld or conditioned by the Town Manager in his/her sole discretion.

SECTION 22. AUDIT AND INSPECTION RIGHTS

22.1 The TOWN may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

22.2 The TOWN may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the TOWN deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available

to the TOWN all reasonable facilities and assistance to facilitate the performance of inspections by the TOWN's representatives.

SECTION 23. WARRANTIES OF CONSULTANT

23.1 The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 24. PUBLIC RECORDS

24.1 CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to TOWN contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the TOWN and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the TOWN. Should the Town be subject to litigation as a result of the CONSULTANT's refusal to timely provide public records or to provide them at all, the CONSULTANT agrees to hold harmless and indemnify the Town from any damages, including attorney fees and costs associated with the litigation.

SECTION 25. NO CONTINGENT FEES

25.1 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 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 TOWN shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 26. GOVERNING LAW; CONSENT TO JURISDICTION

26.1 This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Palm Beach County, Florida.

SECTION 27. HEADINGS

27.1 Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 28. SEVERABILITY

28.1 If any provision of this Agreement or the application thereof to any person or situation shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 29. CONFLICT

29.1 In the event of a conflict between the terms of this Agreement and any terms or conditions in any attached documents, the terms in this Agreement shall prevail.

SECTION 30. BINDING AUTHORITY

30.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute 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.

SECTION 31. SURVIVAL OF PROVISIONS

31.1 Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforced by either party.

SECTION 32. ENTIRE AGREEMENT

32.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and TOWN, and all negotiations and oral understandings between the parties are merged herein.

32.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 33. WAIVER

33.1 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

ATTACH AS “**Exhibit A**” ---Consultant Organizational Chart

ATTACH AS “**Exhibit B**” ---Basis for Compensation Rates and Schedules

Exhibit "B"

RFP 101-2017 SCORING TABLE - EVALUATION COMMITTEE MEETING IS MONDAY, JANUARY 30th AT 9:30 AM	Gray Robinson	RMA
<p>**forms that will be required prior to contract execution: drug free workplace; public entity crimes; and insurance certificate with required limits**</p>		
<p>Qualifications & Experience of Firm & Sub-Consultants - Total of 30 points</p>		
• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article IV of the RFP (10 pts)	5	
• Technical expertise and ability of consultant team to develop an implementable mixed-use plan (10 pts)	3 4 4	10
• Past performance records and references from other local governments and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (10 pts)	0	10
<p>Planning Process Skills - Total of 15 points</p>		
• Ability to evaluate current the conceptual ideas of density and intensity, including the currently transmitted plan amendments for the east side of Federal Highway and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (2 pts)	1	2
• Understanding of market factors that will drive economically viable recommendations (2 pts)	0	2
• Strong ability to illustrate planning and design concepts using advanced systems (2 pts)	0	2
• Ability to effectively communicate and work with the Town Manager and his Staff, Planning & Zoning Board, Town Commission, residents, and businesses in the town (2 pts)	2	2
• Documented experience in preparing and implementing mixed-use districts in other areas of Florida (2 pts)	0	2
• Documented experience in successful community consensus building (2 pts)	0	2
• Creative and effective presentation style and public outreach efforts (2 pts)	0	2 (Samples)
• Ability to interface with the Town's mixed use vision of the areas east and west of Federal Highway and to integrate what has thus far been proposed by the town for this mixed-use initiative into plan amendments and land development regulations which will promote an economically feasible plan for redevelopment in this area (1 pt)	0	1
<p>Proposal Quality - Total of 10 points</p>		
• Readability, completeness, organization of proposal (8 pts)	4	8
• Brevity (2 pts)	2	2

(No responsive)

RMA

(also proposed on Option 2 (more streamlined) approach)

difficult to communicate

samples (must include) included in RFP

1-30-17



<i>Public Process & Involvement - Total of 10 points</i>		
• Demonstrated ability to work with citizens, public agencies and private sector (5 pts)	3	5
• Consultant initiatives and past experience to encourage public participation (5 pts)	2	5
<i>Familiarity with the Project - Total of 10 points</i>		
• Knowledge of project background, needs & goals (5 pts)	2	5
• Special considerations (5 pts)	2	5
<i>Performance on Past Projects - Total of 10 points</i>		
• Identify specific similar project(s). Documented presentations before Local, County, or State Officials and the outcome of those presentations in the form of projects that have moved forward. (5 pts)	0	5
• Statement regarding completion on time and within budget. (5 pts)		
<i>Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants - Total of 10 points</i>		
• Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in Palm Beach County (2.5 pts)	2.5	2.5
• Proximity of key personnel (2.5 pts)	2.5	2.5
• Availability of key personnel (2.5 pts)	2.5	2.5
• Approach to maintaining good communication (2.5 pts)	2.5	2.5
<i>Knowledge/understanding of the Town - Total of 5 points</i>		
• Understanding of the Town's governmental process (2.5 pts)	2.5	2.5
• Understanding of the Town's planning staff technical capability (2.5 pts)	(referred in both) 2.5	2.5

TOTAL

42	85
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Not responsible.

RFP 101-2017 SCORING TABLE - EVALUATION COMMITTEE MEETING IS MONDAY, JANUARY 30th AT 9:30 AM

Gray Robinson

RMA

****forms that will be required prior to contract execution: drug free workplace; public entity crimes; and insurance certificate with required limits****

Qualifications & Experience of Firm & Sub-Consultants - Total of 30 points

• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article IV of the RFP (10 pts)	10	10
• Technical expertise and ability of consultant team to develop an implementable mixed-use plan (10 pts)	5	10
• Past performance records and references from other local governments and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (10 pts)	5	10

*John
D'Agostino*

Planning Process Skills - Total of 15 points

• Ability to evaluate current the conceptual ideas of density and intensity, including the currently transmitted plan amendments for the east side of Federal Highway and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (2 pts)	0	2
• Understanding of market factors that will drive economically viable recommendations (2 pts)	0	2
• Strong ability to illustrate planning and design concepts using advanced systems (2 pts)	0	2
• Ability to effectively communicate and work with the Town Manager and his Staff, Planning & Zoning Board, Town Commission, residents, and businesses in the town (2 pts)	0	2
• Documented experience in preparing and implementing mixed-use districts in other areas of Florida (2 pts)	0	2
• Documented experience in successful community consensus building (2 pts)	0	2
• Creative and effective presentation style and public outreach efforts (2 pts)	0	2
• Ability to interface with the Town's mixed use vision of the areas east and west of Federal Highway and to integrate what has thus far been proposed by the town for this mixed-use initiative into plan amendments and land development regulations which will promote an economically feasible plan for redevelopment in this area (1 pt)	0	1

30

Proposal Quality - Total of 10 points

• Readability, completeness, organization of proposal (8 pts)	1	8
• Brevity (2 pts)	0	2

5

10

<i>Public Process & Involvement - Total of 10 points</i>			
• Demonstrated ability to work with citizens, public agencies and private sector (5 pts)		0	5
• Consultant initiatives and past experience to encourage public participation (5 pts)		0	5
<i>Familiarity with the Project - Total of 10 points</i>			
• Knowledge of project background, needs & goals (5 pts)		0	5
• Special considerations (5 pts)			
<i>Performance on Past Projects - Total of 10 points</i>			
• Identify specific similar project(s). Documented presentations before Local, County, or State Officials and the outcome of those presentations in the form of projects that have moved forward. (5 pts)		3	8
• Statement regarding completion on time and within budget. (5 pts)			
<i>Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants - Total of 10 points</i>			
• Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in Palm Beach County (2.5 pts)		0	2.5
• Proximity of key personnel (2.5 pts)		0	2.5
• Availability of key personnel (2.5 pts)			
• Approach to maintaining good communication (2.5 pts)		0	2.5
<i>Knowledge/understanding of the Town - Total of 5 points</i>			
• Understanding of the Town's governmental process (2.5 pts)		0	2.5
• Understanding of the Town's planning staff technical capability (2.5 pts)		0	2.5

15

8

12.5

TOTAL

90.5

RFP 101-2017 SCORING TABLE - EVALUATION COMMITTEE MEETING IS MONDAY, JANUARY 30th AT 9:30 AM

Gray Robinson

RMA

****forms that will be required prior to contract execution: drug free workplace; public entity crimes; and insurance certificate with required limits****

Qualifications & Experience of Firm & Sub-Consultants - Total of 30 points

• Qualifications and experience of firm, including sub-consultants, with the types of services described in Article IV of the RFP (10 pts)

5

10

• Technical expertise and ability of consultant team to develop an implementable mixed-use plan (10 pts)

8

10

• Past performance records and references from other local governments and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (10 pts)

9

10

Planning Process Skills - Total of 15 points

• Ability to evaluate current the conceptual ideas of density and intensity, including the currently transmitted plan amendments for the east side of Federal Highway and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (2 pts)

2

2

• Understanding of market factors that will drive economically viable recommendations (2 pts)

1

2

• Strong ability to illustrate planning and design concepts using advanced systems (2 pts)

1

2

• Ability to effectively communicate and work with the Town Manager and his Staff, Planning & Zoning Board, Town Commission, residents, and businesses in the town (2 pts)

2

2

• Documented experience in preparing and implementing mixed-use districts in other areas of Florida (2 pts)

1

2

• Documented experience in successful community consensus building (2 pts)

1

2

• Creative and effective presentation style and public outreach efforts (2 pts)

1

2

• Ability to interface with the Town's mixed use vision of the areas east and west of Federal Highway and to integrate what has thus far been proposed by the town for this mixed-use initiative into plan amendments and land development regulations which will promote an economically feasible plan for redevelopment in this area (1 pt)

0

1

Proposal Quality - Total of 10 points

• Readability, completeness, organization of proposal (8 pts)

A

8

• Brevity (2 pts)

2

2

Aunt Debra

<i>Public Process & Involvement - Total of 10 points</i>		
• Demonstrated ability to work with citizens, public agencies and private sector (5 pts)	5	5
• Consultant initiatives and past experience to encourage public participation (5 pts)	1	5
<i>Familiarity with the Project - Total of 10 points</i>		
• Knowledge of project background, needs & goals (5 pts)	2	5
• Special considerations (5 pts)	2	5
<i>Performance on Past Projects - Total of 10 points</i>		
• Identify specific similar project(s). Documented presentations before Local, County, or State Officials and the outcome of those presentations in the form of projects that have moved forward. (5 pts)	1	5
• Statement regarding completion on time and within budget. (5 pts)	4	5
<i>Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants - Total of 10 points</i>		
• Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in Palm Beach County (2.5 pts)	1.5	2
• Proximity of key personnel (2.5 pts)	2	2
• Availability of key personnel (2.5 pts)	1.5	2.5
• Approach to maintaining good communication (2.5 pts)	1.5	2.5
<i>Knowledge/understanding of the Town - Total of 5 points</i>		
• Understanding of the Town's governmental process (2.5 pts)	2.5	2.5
• Understanding of the Town's planning staff technical capability (2.5 pts)	1	2.5
TOTAL	27 64	44 99

RFP 101-2017 SCORING TABLE - EVALUATION COMMITTEE MEETING IS MONDAY, JANUARY 30th AT 9:30 AM

Gray Robinson

RMA

****forms that will be required prior to contract execution: drug free workplace; public entity crimes; and insurance certificate with required limits****

Qualifications & Experience of Firm & Sub-Consultants - Total of 30 points

- Qualifications and experience of firm, including sub-consultants, with the types of services described in Article IV of the RFP (10 pts)
- Technical expertise and ability of consultant team to develop an implementable mixed-use plan (10 pts)
- Past performance records and references from other local governments and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (10 pts)

Planning Process Skills - Total of 15 points

- Ability to evaluate current the conceptual ideas of density and intensity, including the currently transmitted plan amendments for the east side of Federal Highway and to propose land uses and land development regulations that will incentivize redevelopment on either side of the Federal Highway in the town (2 pts)
- Understanding of market factors that will drive economically viable recommendations (2 pts)
- Strong ability to illustrate planning and design concepts using advanced systems (2 pts)
- Ability to effectively communicate and work with the Town Manager and his Staff, Planning & Zoning Board, Town Commission, residents, and businesses in the town (2 pts)
- Documented experience in preparing and implementing mixed-use districts in other areas of Florida (2 pts)
- Documented experience in successful community consensus building (2 pts)
- Creative and effective presentation style and public outreach efforts (2 pts)
- Ability to interface with the Town's mixed use vision of the areas east and west of Federal Highway and to integrate what has thus far been proposed by the town for this mixed-use initiative into plan amendments and land development regulations which will promote an economically feasible plan for redevelopment in this area (1 pt)

Proposal Quality - Total of 10 points

- Readability, completeness, organization of proposal (8 pts)
- Brevity (2 pts)

John K. R.
1/30/2017

Public Process & Involvement - Total of 10 points

- Demonstrated ability to work with citizens, public agencies and private sector (5 pts)
- Consultant initiatives and past experience to encourage public participation (5 pts)

Familiarity with the Project - Total of 10 points

- Knowledge of project background, needs & goals (5 pts)
- Special considerations (5 pts)

Performance on Past Projects - Total of 10 points

- Identify specific similar project(s). Documented presentations before Local, County, or State Officials and the outcome of those presentations in the form of projects that have moved forward. (5 pts)
- Statement regarding completion on time and within budget. (5 pts)

Location considerations of the firm's core team and sub-consultants and plans for maintaining effective communication between the Town and Consultant and Sub-consultants - Total of 10 points

- Physical location of the consultant firm and sub-consultants, i.e. office in Palm Beach County and having employees who are involved in the administration of the contract who reside in Palm Beach County (2.5 pts)
- Proximity of key personnel (2.5 pts)
- Availability of key personnel (2.5 pts)
- Approach to maintaining good communication (2.5 pts)

Knowledge/understanding of the Town - Total of 5 points

- Understanding of the Town's governmental process (2.5 pts)
- Understanding of the Town's planning staff technical capability (2.5 pts)

TOTAL

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FEE SCHEDULE/COST ESTIMATE

Exhibit "C"

FEE SCHEDULE/COST ESTIMATE

RE: RFP No. 101-2017 - PROFESSIONAL PLANNING SERVICES MIXED USE FEDERAL HIGHWAY CORRIDOR PHASE 1 LAND DEVELOPMENT REGULATIONS AND PHASE 2 COMPREHENSIVE PLAN AMENDMENTS AND LAND DEVELOPMENT REGULATIONS - TOWN OF LAKE PARK

RMA (Redevelopment Management Associates, LLC) is pleased to transmit a proposal for the following two projects for the Town of Lake Park: 1) the preparation of Land Development Regulations for the east side of the proposed Mixed Use Federal Highway Corridor and 2) the Comprehensive Plan Amendment and preparation of the Land Development Regulations for the west side of the proposed Mixed Use Federal Highway Corridor.

SCOPE OF SERVICES

RMA understands that the Town is seeking proposals from qualified consulting firms to perform PROFESSIONAL PLANNING SERVICES to develop a MIXED-USE DISTRICT for the Federal Highway corridor in the Town of Lake Park. The corridor incorporates the east and west side of Federal Highway between Silver Beach Road (to the north), Palmetto Drive (to the south), 2nd Street (to the west) and Lake Shore Drive (to the east). The selected consultant will be expected to provide a range of consulting, planning and architectural rendering services, including public engagement initiatives and presentations, comprehensive plan amendments, and the creation of Land Development Regulations.

The development of the Mixed-Use District will be a two-phased approach for which Phase 1 (the east side of the corridor) has already undergone Comprehensive Plan Amendments and requires the creation of Land Development Regulations, and Phase 2 (the west side of the corridor) requires both the Comprehensive Plan Amendments and the creation of Land Development Regulations.

RMA understands that the Town is requesting that this project is completed in two phases. This proposal offers two options for the completion of the project. The first option assumes that the east and west (Phase 1 and 2) of Federal Highway will be completed in separate stages, as requested by the Town, and that there will be a separate Public Involvement Process, Adoption Process and marketing event for both the east and west sides of Federal Highway. In order to provide a more efficient process and maximize resources, RMA proposes a second option. The second option assumes that the existing conditions analysis and preparation of the zoning district regulations for both east and west sides (Phase 1 and 2) of Federal Highway will be completed concurrently and that there will only be one Public Involvement Process, one Adoption Process and one marketing event for both east and west sides of Federal Highway. Both options are priced out separately following the description of the tasks below.

Phase 1 – East side of Federal Highway

1.0 Existing Conditions, Data and Parcel Analysis – The RMA Team will begin the project with a Client Kick-Off Meeting to discuss the goals of the project, deliverables, expectations, data requirements, and the proposed timeline. RMA will conduct an analysis of the existing conditions and parcels.

- 1.1 Client Kick-off Meeting: RMA will review the scope at one (1) orientation meeting with Staff to kick off the project, which will occur within 2-weeks of the Notice-To-Proceed.
- 1.2 Review Previous Studies and existing data:
 - 1.2.1 Analyze and evaluate the transmitted comprehensive plan amendments for the east side of Federal Highway to understand the densities and intensities of the residential and commercial development.
 - 1.2.2 Review all design guidelines and design standards as related to the Florida Department of Transportation, U.S. Highway 1.
- 1.3 Existing Conditions Analysis:
 - 1.3.1 Analyze the streetscape conditions of the Federal Highway corridor to evaluate the potential for physical and functional integration with pedestrian connections from Federal Highway to Lakeshore Drive.

FEE SCHEDULE/COST ESTIMATE

1.3.2 Develop a vision and design concept for the corridor.

1.3.3 Identify specific infrastructure needs and/or projects to activate and support private investment.

1.3.4 Identify potential sources of grants to match public or private investment.

1.4 Market Assessment and Situational Analysis: The economic development team conducts a general market assessment to understand the market demand and/or potential for the study areas where development, revitalization, and growth is desired. This analysis will review the real estate and housing markets, consumer supply and demand, and existing conditions. The economic development assessment will evaluate all sectors of the local economy in the study area and surrounding marketplace, including commercial (retail, restaurant, office), industrial, and residential.

1.4.1 Trade Area Review – This is a review of the various trade areas in which the Federal Highway Corridor competes for investment and customers. It is the initial task of the Market Assessment and sets the framework for that assessment’s approach. It identifies the realistic markets for success during the rest of the project and implementation.

1.4.2 Investment Driver Analysis (Land, Labor, Capital, Markets, Regulation) - This analysis identifies opportunities for land assemblage, identification of primary, secondary and tertiary consumer markets, including retail, wholesale and visitor and workforce markets. This includes a review of the capital sources that are available for private and public investment and economic growth in the project area and in some cases the larger trade areas. The goal is to understand how regulation encourages or impedes economic growth in the area, to identify reputational and perception issues associated with the regulatory environment from an investment perspective, and to start to identify what the public sector can realistically do to improve the regulatory environment to encourage investment.

1.4.3 Develop Market Demand and Market Potential Estimates for commercial and residential investment - RMA will prepare a market assessment report that will include a market summary and an analysis of opportunities and barriers to attracting and retaining businesses and residents in the area.

1.5 Parcel Analysis:

1.5.1 RMA will evaluate the highest and best use of the sites along the east side of Federal Highway and will determine the appropriate development pattern in terms of height, setbacks, lot coverage and density taking into consideration the existing character and scale of the multi-family residential uses on the east.

1.5.2 Recommend any changes to the densities and intensities, if any, in the transmittal document prior to Commission adoption.

1.6 Client Meeting: RMA will review the existing conditions, data and parcel analysis at one (1) meeting with Staff.

Client Responsibility: Town will provide RMA a digital and hard copy of the transmitted comprehensive plan amendments for the east side of Federal Highway and previous studies. Town will review analysis and provide consolidated comments to RMA within 10 days of submittal.

Meetings Included in Scope:

- One (1) 4-hour Client Kick-Off meeting (plus 2 hours travel time);
- One (1) 4-hour Client meeting (plus 2 hours travel time) to review summary of existing conditions, data and parcel analysis.

Deliverables: RMA will prepare/provide 1 electronic copy (and 1 CD copy) of the draft report of the analysis including supporting materials (i.e. plans, data calculations, etc.) to staff for review.

2.0 Public Involvement: Stakeholder Interviews and Public Kick Off Meeting - RMA will create and implement a public involvement process to present planning concepts, obtain community input and record multiple points of input in order to articulate the community’s vision. In the first part of the public involvement process, individual stakeholder meetings will be held with key business and property owners, including private developers/investors, neighborhood representatives and associations, public representatives and agencies. Additionally, a public meeting will be held within the project area where the public will be invited to discuss ideas and learn about the existing conditions, data and parcel analysis.

2.1 Individual Stakeholder interviews: RMA will interview Staff members, Town Council, and key stakeholders. Staff will be responsible for providing a list of individuals to interview and coordinating one (1) day of meetings with stakeholders, RMA and Town staff. This scope assumes 8 hours, plus 2 hours travel time, for this task

FEE SCHEDULE/COST ESTIMATE

based on two team members attending meetings on one day.

2.2 Public Kick Off meeting: RMA will conduct one (1) public meeting in the project study area to engage community interest in the planning process. Staff will be responsible for a.) Providing advertisement and/or mailings; b.) Coordinating location; and c.) Setting up meeting space with seating, projector, screen, microphones, easel pads, post-it notes, and other materials based on the agreed upon meeting design. If necessary, RMA can provide a projector and screen with advance notice. This scope assumes 4 hours, plus 2 hours travel time, for this task based on two team members attending meetings.

2.3 RMA will prepare a website, campaign design, one (1) newspaper ad, one (1) flyer, one (1) direct mail postcard and one (1) sign.

Deliverables: RMA will prepare a draft of the PowerPoint presentation for the public meeting, to staff, for review two weeks prior to the public meeting and attend meetings as described. RMA will also prepare a report summarizing the discussions, comments and attendance of the stakeholder interviews and public kick-off meeting.

3.0 Zoning Amendments For the mixed use district on the east side of Federal Highway, this task involves the preparation of zoning regulations and zoning map changes needed to implement the recommendations of the mixed use district, including recommendations to land uses, building form, height, density, neighborhood compatibility, parking requirements and landscaping.

Meetings Included in Scope:

- *Up to three (3) 4-hour Client meetings (12 hours total, plus 6 hours travel time) to review proposed Mixed Use District zoning regulations and the associated map amendments.*

Client Responsibility: Town will review proposed Zoning Text Amendments and provide consolidated comments within 10 days of submittal.

Deliverables: RMA will provide one (1) electronic copy (and one (1) CD copy) of the draft proposed Mixed Use District zoning regulations and the associated map amendments. In addition, one (1) set of revisions will be provided based on staff comments.

4.0 Adoption Process – RMA will assist the Town in the adoption of the Mixed Use District.

4.1 RMA will prepare three (3) newspaper ads, one (1) flyer update and one (1) direct mail postcard.

Meetings Included in Scope:

- *One (1) 4-hour Public meeting (plus 2 hours travel time) to present the Mixed Use District zoning regulations and the associated map amendments.*
- *One (1) 4-hour P&Z meeting (plus 2 hours travel time) - Attendance at one P&Z hearing including drafting of staff report for the Mixed Use District zoning regulations and the associated map amendments.*
- *One (1) 4-hour Town Council meeting first reading (plus 2 hours travel time) - Attendance at one Town Council hearing for first reading including drafting of staff report for the Mixed Use District zoning regulations and the associated map amendments.*
- *One (1) 4-hour Town Council adoption meeting (plus 2 hours travel time) - Attendance at one final Council Hearing for adoption including drafting of staff report for the Mixed Use District zoning regulations and the associated map amendments.*

Client Responsibility:

- *Make copies, prepare mailing list, label and notice mailing for the resubmittal for P&Z Board as well as any rezoning maps as a result of the rezoning process.*
- *Prepare the resubmittal package for Town Council hearing for first reading. Copies to be made by Staff.*
- *Prepare the resubmittal package to Town Council for second reading. Copies to be made by Staff.*
- *Distribute final draft to the Team and Staff and any strike-through-and-underline in the adopted zoning will be removed and the document finalized by staff.*

FEE SCHEDULE/COST ESTIMATE

Deliverables: RMA will provide one (1) electronic copy, one (1) CD copy and three (3) hard copies of the final report including all findings and recommendations and presentation of the same to the public and the public boards involved in the public hearing process for approval. RMA will make revisions of the final report as needed during the approval process. Revisions are assumed to be minor. Major revisions may constitute additional services.

5.0 Marketing Event – RMA will assist the Town in preparing a high profile event to market the project to engage community and investor interest in the planning process.

Exclusions for Phase 1 – The following services are not included as part of this scope for the Mixed Use District:

- Determining the existing entitlements for both non-residential and residential uses
- Determining a basket of rights

Schedule for Phase 1 - Seven to Eight (7-8) months. The total time to complete this project is not expected to exceed 8 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 8 months.

Task 1.0	2 months (from Notice-To-Proceed)
Task 2.0	1 month
Task 3.0	2 months
Task 4.0	2 months (depending on Commission Schedule)
Task 5.0	1 month

Phase 2 – West side of Federal Highway

1.0 Existing Conditions, Parcel and TDR Analysis – The RMA Team will begin the project with a Client Kick-Off Meeting to discuss the goals of the project, deliverables, expectations, data requirements, and the proposed timeline. RMA will conduct an analysis of the existing conditions and parcels.

1.1 Client Kick-off Meeting: RMA will review the scope at one (1) orientation meeting with Staff to kick off the project, which will occur within 2-weeks of the Notice-To-Proceed.

1.2 Parcel Analysis:

1.2.1 RMA will determine the existing entitlements for both non-residential and residential uses

1.2.2 RMA will evaluate the highest and best use of the sites along the west side of Federal Highway and will determine the appropriate development pattern in terms of height, setbacks, lot coverage and density taking into consideration the existing character and scale of the single-family residential uses on the west.

1.2.3 RMA will determine the basket of rights

1.3 TDR Analysis:

1.3.1 Analyze the feasibility of using Transfer of Development Rights (TDR) whereby development rights assigned to properties within the Mixed Use District on the west side of Federal Highway might be transferred to properties in the Mixed Use District on the east side of Federal Highway.

1.3.2 Analyze if there is a market for a TDR program that can be used to incentivize the preservation of the residential single family character of properties (particularly those that may have historical architectural characteristics or qualities) by creating development rights for the identified properties on the west side of Federal Highway that can be sold and transferring these development rights (in the form of increased densities and intensities) to realize the densities and intensities assigned by the transmitted plan amendments to properties on the east side of Federal Highway.

1.4 Client Meeting: RMA will review the existing conditions, data and parcel analysis at one (1) meeting with Staff.

FEE SCHEDULE/COST ESTIMATE

Client Responsibility: Town will review analysis and provide consolidated comments to RMA within 10 days of submittal.

Meetings Included in Scope:

- One (1) 4-hour Client Kick-Off meeting (plus 2 hours travel time);
- One (1) 4-hour Client meeting (plus 2 hours travel time) to review summary of existing conditions and parcel analysis.

Deliverables: RMA will prepare/provide one (1) electronic copy (and one (1) CD copy) of the draft report of the analysis including supporting materials (i.e. plans, data calculations, etc.) to staff for review.

2.0 Public Involvement: Stakeholder Interviews and Public Kick Off Meeting - RMA will create and implement a public involvement process to present planning concepts, obtain community input and record multiple points of input in order to articulate the community's vision. In the first part of the public involvement process, individual stakeholder meetings will be held with key business and property owners, including private developers/investors, neighborhood representatives and associations, public representatives and agencies. Additionally, a public meeting will be held within the project area where the public will be invited to discuss ideas and learn about the existing conditions, data and parcel analysis.

2.1 Individual Stakeholder interviews: RMA will interview Staff members, Town Council, and key stakeholders. Staff will be responsible for providing a list of individuals to interview and coordinating one (1) day of meetings with stakeholders, RMA and Town staff. This scope assumes 8 hours, plus 2 hours travel time, for this task based on two team members attending meetings on one day.

2.2 Public Kick Off meeting: RMA will conduct one (1) public meeting in the project study area to engage community interest in the planning process. Staff will be responsible for a.) Providing advertisement and/or mailings; b.) Coordinating location; and c.) Setting up meeting space with seating, projector, screen, microphones, easel pads, post-it notes, and other materials based on the agreed upon meeting design. If necessary, RMA can provide a projector and screen with advance notice. This scope assumes 4 hours, plus 2 hours travel time, for this task based on two team members attending meetings.

2.3 RMA will update the website and campaign design and prepare one (1) newspaper ad, one (1) flyer, one (1) direct mail postcard and one (1) sign.

Deliverables: RMA will prepare a draft of the PowerPoint presentation for the public meeting, to staff, for review two weeks prior to the public meeting and attend meetings as described. RMA will also prepare a report summarizing the discussions, comments and attendance of the stakeholder interviews and public kick-off meeting

3.0 Comprehensive Plan Amendments - For the mixed use district on the west side of Federal Highway, this task involves updates to the City's Comprehensive Plan needed to implement the goals and objectives of the mixed use district. This task will occur concurrently with the development of the zoning regulations.

3.1 Review existing Land Use Categories and Proposed District: Review the proposed land use mix and design intentions for the west side of the corridor. Determine what the current land use designations are for these areas and how they will have to be changed to accommodate the proposed development plan.

3.2 Prepare Draft and Final Text Amendments: Prepare amendments to existing land use categories, as needed, to allow density and intensity and design elements envisioned for the applicable areas. Prepare the Goals, Objectives and Policies to govern the new mixed use district necessary to support the proposed plan of redevelopment for the subject area.

3.3 Concurrency Analysis: Conduct the concurrency analysis (sewer, water, drainage, solid waste, transportation, mass transit, parks and recreation) for the mixed use district.

3.4 Prepare Submittal Package: Compile the proposed text and map amendments with the concurrency analysis (sewer, water, drainage, solid waste, transportation, mass transit, parks and recreation) and the legal descriptions (to be provided by others as required by the Town). Address all non-concurrency issues in the application which include hurricane evacuation, affordable housing, development review process issues, land use compatibility, redevelopment issues, etc.).

FEE SCHEDULE/COST ESTIMATE

Meetings Included in Scope:

- Up to two (2) 4-hour Client meetings (8 hours total, plus 4 hours travel time) to review proposed draft Comprehensive Plan map and text amendments.

Client Responsibility: Town will review proposed draft Comprehensive Plan map and text amendments and provide consolidated comments within 10 days of submittal.

Deliverables: In addition to the concurrency analysis and the application submittal package, RMA will provide one (1) electronic copy (and one (1) CD copy) of the proposed draft Comprehensive Plan map and text amendments. In addition, one (1) set of revisions will be provided based on staff comments.

4.0 Zoning Amendments For the mixed use district on the west side of Federal Highway, this task involves the preparation of zoning regulations and zoning map changes needed to implement the recommendations of the mixed use district, including recommendations to land uses, building form, height, density, neighborhood compatibility, parking requirements and landscaping.

Meetings Included in Scope:

- Up to three (3) 4-hour Client meetings (12 hours total, plus 6 hours travel time) to review proposed Mixed Use District zoning regulations and the associated map amendments.

Client Responsibility: Town will review proposed Zoning Text Amendments and provide consolidated comments within 10 days of submittal.

Deliverables: RMA will provide one (1) electronic copy (and one (1) CD copy) of the draft proposed Mixed Use District zoning regulations and the associated map amendments. In addition, one (1) set of revisions will be provided based on staff comments.

5.0 Adoption Process – RMA will assist the Town in the adoption of the Mixed Use District.

5.1 RMA will prepare three (3) newspaper ads, one (1) flyer update and one (1) direct mail postcard.

Meetings Included in Scope:

- One (1) 4-hour Public meeting (plus 2 hours travel time) to present both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments.
- One (1) 4-hour P&Z meeting (plus 2 hours travel time) - Attendance at one P&Z hearing, including drafting of staff report, for both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments. This scope assumes that the Comp Plan and zoning amendments will be brought forth to the P&Z Board at the same time. Additional meetings will be charged separately.
- One (1) 4-hour Town Council meeting first reading (plus 2 hours travel time) - Attendance at one Town Council hearing for first reading, including drafting of staff report, for both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments. This scope assumes that the Comp Plan and zoning amendments will be brought forth to the P&Z Board at the same time. Additional meetings will be charged separately.
- One (1) 4-hour Town Council adoption meeting (plus 2 hours travel time) - Attendance at one final Council Hearing for adoption, including drafting of staff report, for both the Comprehensive Plan Amendments and the Mixed Use District zoning regulations and the associated map amendments. This scope assumes that the Comp Plan and zoning amendments will be brought forth to the P&Z Board at the same time. Additional meetings will be charged separately.

FEE SCHEDULE/COST ESTIMATE

Client Responsibility:

Comp Plan

- Make copies, prepare mailing list, label and notice mailing for the resubmittal for P&Z Board.
- Prepare the resubmittal package for Town Council hearing for first reading. Copies to be made by Staff.
- Prepare the transmittal package to DEO and State Review Agencies. No RMA time is included in this scope for those services.
- Prepare the resubmittal package to Town Council for second reading. Copies to be made by Staff.
- Distribute compliance review results to the Team and Staff and any strike-through-and-underline in the adopted plan will be removed and the document finalized by Staff.

Zoning

- Make copies, prepare mailing list, label and notice mailing for the resubmittal for P&Z Board as well as any rezoning maps as a result of the rezoning process.
- Prepare the resubmittal package for Town Council hearing for first reading. Copies to be made by Staff.
- Prepare the resubmittal package to Town Council for second reading. Copies to be made by Staff.
- Distribute final draft to the Team and Staff and any strike-through-and-underline in the adopted zoning will be removed and the document finalized by Staff.

Deliverables: RMA will provide one (1) electronic copy, one (1) CD copy and three (3) hard copies of the final report including all findings and recommendations and presentation of the same to the public and the public boards involved in the public hearing process for approval. RMA will make revisions of the final report as needed during the approval process. Revisions are assumed to be minor. Major revisions may constitute additional services.

6.0 Marketing Event – RMA will assist the Town in preparing a high profile event to market the project to engage community and investor interest in the planning process.

Schedule for Phase 2 – Twelve (12) months. The total time to complete this project is not expected to exceed 12 months from Notice-to-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 12 months.

Task 1.0 _____	2 months (from Notice-To-Proceed)
Task 2.0 _____	1 month
Task 3.0 and 4.0 _____	4 months (this timeframe assumes tasks will occur concurrently)
Task 5.0 _____	4 months (depending on Commission Schedule and State Review)
Task 6.0 _____	1 month

TIMELINE:

FEE SCHEDULE/COST ESTIMATE

OPTION 1: Separate Schedule for Phase 1 and 2 – Nineteen to Twenty (19-20) months. The total time to complete this project is not expected to exceed 19-20 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 19-20 months.

Schedule for Phase 1 - Seven to Eight (7-8) months. The total time to complete this project is not expected to exceed 8 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 8 months.

- Task 1: Existing Conditions, Data and Parcel Analysis (Phase 1) _____ 2 months (from Notice-To-Proceed)
- Task 2: Public Involvement _____ 1 month
- Task 3: Zoning Amendments (Phase 1) _____ 2 months
- Task 4: Adoption Process _____ 2 months (depending on Commission Schedule)
- Task 5: Marketing Event _____ 1 month

Schedule for Phase 2 – Twelve (12) months. The total time to complete this project is not expected to exceed 12 months from Notice-to-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 12 months.

- Task 1: Existing Conditions, Parcel and TDR Analysis (Phase 2) _____ 2 months (from Notice-To-Proceed)
- Task 2: Public Involvement _____ 1 month
- Task 3 and 4: Comprehensive Plan and Zoning Amendments (Phase 2) _____ 4 months
(this timeframe assumes tasks will occur concurrently)
- Task 5: Adoption Process _____ 4 months (depending on Commission Schedule and State Review)
- Task 6: Marketing Event _____ 1 month

OPTION 2: Combined Schedule for Phase 1 and 2 – Thirteen (13) months. The total time to complete this project is not expected to exceed 13 months from Notice-To-Proceed. RMA shall have the right to request additional fees if project schedule exceeds 13 months.

- Task 1: Existing Conditions, Data and Parcel Analysis (Phase 1&2) _____ 3 months (from Notice-To-Proceed)
- Task 2: Public Involvement _____ 1 month
- Task 3 and 4: Comprehensive Plan and Zoning Amendments (Phase 1&2) _____ 4 months (this timeframe assumes tasks will occur concurrently)
- Task 5: Adoption Process _____ 4 months (depending on Commission Schedule and State Review)
- Task 6: Marketing Event _____ 1 month

COMPENSATION: The fee for the listed scope of services shall be a lump sum fee for each task, to be paid monthly based on percentage complete.

FEE SCHEDULE/COST ESTIMATE

OPTION 1: Separate Public Input and Approval Process

This option assumes that the east and west sides (Phase 1 and 2) of Federal Highway will be completed in separate stages and that there will be a separate Public Involvement Process, Adoption Process and marketing event for both the east and west sides of Federal Highway.

Lump sum, not to exceed \$236,200

Phase 1:

Task 1: Existing Conditions, Data and Parcel Analysis_____	\$34,200
Task 2: Public Involvement_____	\$14,000
Task 3: Zoning Amendments_____	\$25,600
Task 4: Adoption Process_____	\$25,200
Task 5: Marketing Event_____	\$3,000

Phase 2:

Task 1: Existing Conditions, Data and Parcel Analysis_____	\$28,500
Task 2: Public Involvement_____	\$16,550
Task 3: Comprehensive Plan Amendments_____	\$27,700
Task 4: Zoning Amendments_____	\$26,800
Task 5: Adoption Process_____	\$31,650
Task 6: Marketing Event_____	\$3,000

OPTION 2: Combined Public Input and Approval Process

FEE SCHEDULE/COST ESTIMATE

This option assumes that Task 1 and Task 4 for both east and west sides (Phase 1 and 2) of Federal Highway will be completed concurrently and that there will only be one Public Involvement Process, one Adoption Process and one marketing event for both east and west sides of Federal Highway.

Lump sum, not to exceed \$173,900

Task 1: Existing Conditions, Data and Parcel Analysis (Phase 1&2)	\$58,200
Task 2: Public Involvement	\$16,550
Task 3: Comprehensive Plan Amendments	\$27,700
Task 4: Zoning Amendments (Phase 1&2)	\$36,800
Task 5: Adoption Process	\$31,650
Task 6: Marketing Event	\$3,000

Fees and Reimbursables: Costs considered reimbursable include all third-party design services requested by the Client, renderings, additional printed materials or duplicate copies of presentation materials and reports. Production and distribution of public materials (i.e. printing, mailing, flyer distribution, sign installation and retrieval) are not included in this scope and will be submitted as a reimbursable expense by RMA.

Additional Services: Additional services may include, but are not limited to: additional document revisions not mentioned in the above scope of work; additional community outreach/planning meetings/workshops, Commission Planning Workshops, one-on-one meetings with stakeholders/developers (not already included in this scope), P&Z Board members, or Town Commission members; and public hearings over four hours in length. Those meetings and any other tasks not included above will be billed at the hourly rates per the RMA contract.

FEE SCHEDULE/COST ESTIMATE

RMA FEE SCHEDULE The fee schedule for hourly services is as follows:

PROFESSIONAL SERVICE	HOURLY RATE	PROFESSIONAL SERVICE	HOURLY RATE
BUSINESS ATTRACTION & MARKETING		ENGINEERING	
Graphic Designer	\$85.00	Engineer	\$95.00
Creative Director	\$150.00	Engineer I	\$125.00
Director of Digital Solutions	\$150.00	Engineer II	\$150.00
Marketing Assistant	\$85.00	Sr. Engineer	\$195.00
Marketing Coordinator	\$100.00		
Marketing Manager	\$125.00	GOVERNMENT MANAGEMENT & ADMINISTRATION	
Sr. Marketing Manager	\$150.00	Administrative Assistant	\$80.00
Tourism Specialist	\$150.00	CRA Clerk	\$80.00
Director - Business Attraction & Marketing	\$185.00	Sr. Admin Assistant	\$105.00
		Sr. Redevelopment Associate	\$195.00
		Managing Director	\$205.00
		Principal	\$230.00
CONSTRUCTION		PROJECT MANAGEMENT	
Construction Inspector	\$95.00	Project Coordinator	\$95.00
Construction Manager	\$145.00	Project Manager I	\$125.00
Construction Director	\$180.00	Project Manager II	\$145.00
		Sr. Project Manager	\$180.00
ECONOMIC DEVELOPMENT			
Economic Develop Assistant	\$85.00		
Economic Develop Coordinator	\$115.00		
Economic Develop Manager	\$150.00		
Director - Economic Development	\$185.00		

FEE SCHEDULE/COST ESTIMATE

PROFESSIONAL SERVICE	HOURLY RATE
REAL ESTATE	
Real Estate Coordinator	\$115.00
Real Estate Manager	\$150.00
Director - Real Estate	\$185.00
URBAN DESIGN & PLANNING	
GIS/CAD Operator	\$95.00
Landscape Architect I	\$105.00
Landscape Architect II	\$120.00
Landscape Architect III	\$135.00
Sr. Landscape Architect	\$155.00
Planning Assistant	\$105.00
Planner I	\$115.00
Planner II	\$125.00
Sr. Planner	\$150.00
Urban Design Assistant	\$105.00
Urban Designer I	\$115.00
Urban Designer II	\$125.00
Sr. Urban Designer	\$150.00
Director-Urban Design & Planning	\$185.00

Town of Lake Park
Professional Planning Services
January 24, 2017

GRAY | ROBINSON

ATTORNEYS AT LAW

John R. Herin, Jr.
Attorney At Law
JOHN.HERIN@GRAY-ROBINSON.COM

Exhibit "D"

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JACKSONVILLE
KEY WEST
LAKE LAND
MELBOURNE
MIAMI
NAPLES
ORLANDO
TALLAHASSEE
TAMPA

VIA COURIER

Vivian Mendez, CMC
Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

Re: RFP #101-2017/Professional Planning Services

Dear Ms. Mendez:

We approximate that our fees for this matter will be seventy-five thousand dollars (\$75,000) to perform professional planning services to develop proposed mixed-use district land development regulations (and any corresponding Comprehensive Plan amendments) for the Federal Highway corridor in the Town of Lake Park. We have outlined the breakdown of costs by work phases below:

- Phase One: Community Stakeholder Input - \$37,500
- Phase Two: Recommendations Report - \$37,500

As a matter of course, GrayRobinson will submit invoices to the Town as work is completed and deliverable work product is provided to the Town. We are, of course, open and available to discussing how we arrived at this estimate and can make appropriate adjustments based on the Town's decision in regards to the review process.

We are appreciative of the Town's consideration of our response and are enthusiastic about the prospect of working with the Town of Lake Park on this exciting project. We are also available to answer any questions or concerns that the Town may have.

Best regards,



John R. Herin, Jr.