

RESOLUTION NO. 34-09-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING AN AGREEMENT FOR CONTINUING PROFESSIONAL CONSULTANT SERVICES BETWEEN THE TOWN OF LAKE PARK, FLORIDA AND CALVIN, GIORDANO AND ASSOCIATES, INCORPORATED PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 26, 2015, the Town of Lake Park advertised for a Request for Proposal for Professional Consulting Services and

WHEREAS, on May 27, 2015 at 11:00 A.M. all proposals were duly opened and

WHEREAS, the Town of Lake Park received proposals from four (4) engineering consulting firms interested in performing continuing services and

WHEREAS, the Public Works Director, the Community Development Director, the Community Development Planner and the Public Works Project Manager, forming the evaluation committee, numerically scored each firm's proposal and

WHEREAS, on June 9, 2015, at 1:30 P.M. each committee member's numerical score of each firm was tallied resulting in the three highest rated firms selected for further evaluation and

WHEREAS, the firms of Calvin, Giordano & Associates, Chen Moore & Associates and McCleod – McCarthy & Associates were properly shortlisted and

WHEREAS, on June 30, 2015, at 1:30 P.M. during a publicly announced meeting the three shortlisted firms were interviewed by the selection committee consisting of the Community Development Director, Town Planner, Public Works Director, Chief Accountant and Public Works Project Manager and

WHEREAS, after the interviews the selection committee scored each firm and determined Calvin, Giordano & Associates, Inc. to be the highest ranked firm and

WHEREAS, on July 15, 2015, the Town Commission approved authorization for the Town Manager to negotiate a contract with Calvin, Giordano & Associates, Inc. for Continuing Professional Consultant Services.

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

Section 1: To enter in to an agreement with Calvin, Giordano & Associates, Inc. for Continuing Professional Consultant Services.

Section 2: The appropriate Town officials are authorized to execute all necessary documents effectuate the intent of this Resolution.

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


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The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Rapoza and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER ERIN FLAHERTY	<u> / </u>	<u> — </u>
COMMISSIONER MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
COMMISSIONER KATHLEEN RAPOZA	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution NO. 34-09-15 duly passed and adopted this 16 day of September, 2015.

TOWN OF LAKE PARK, FLORIDA


BY: 
JAMES DUBOIS
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**PROFESSIONAL SERVICES
CONTRACT BETWEEN THE TOWN OF LAKE PARK
AND
CALVIN, GIORDANO & ASSOCIATES, Inc.**

THIS CONTRACT, made this ____ day of _____, 2015, by and between the Town of Lake Park, a public corporation of the State of Florida, hereinafter designated as the “the Town” and Calvin, Giordano & Associates, Incorporated, 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 pursuant to Section 287.055, F.S., the Consultants Competitive Negotiation Act; 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 CONTINUING ENGINEERING CONSULTANT SERVICES as described in Article I A of RFQ # 103-2015 and attached herein as **Exhibit “A”** under this CONTRACT; and

WHEREAS, on September 16, 2015, the Town enacted Resolution No. _____, approving an Agreement with the CONSULTANT for Continuing Engineering Consulting 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 RFQ No. 103-2015 Professional Consulting Services, "Continuing Services." The TOWN reserves the right to seek the services of other consultants in work associated with RFQ No. 103-2015 or the recommendations resulting from work performed under RFQ No. 103-2015. This CONTRACT does not in any way whatsoever obligate the TOWN to provide CONSULTANT with any minimum or guaranteed amount of work.

1.2 The CONSULTANT acknowledges current projects identified in **Exhibit "C"** were reviewed by Simmons & White Engineers and their Sub-Consultants and shall continue with Simmons & White Engineers and their Sub-Consultants pursuant to Exhibit "C".

1.3 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.

1.4 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.

1.5 Where on-going 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.

1.6 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.

1.7 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.

1.8 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.

~~1.9 The CONSULTANT agrees that the sub-consultants identified in the "Consultant Organizational Chart," attached hereto as Exhibit "D," 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.~~ NO SUB-CONSULTANTS ARE IDENTIFIED.

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. Work product requiring correction due to CONSULTANT'S error or omission shall be accomplished at no cost to the TOWN.

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.", Personnel Assignments/Basis for Compensation Hourly Rates.** 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 All hourly fees will be negotiated based on market conditions on each anniversary date of this Agreement but will not exceed an increase of three percent (3%).

2.6 CONSULTANT shall be entitled to reimbursement for actual out-of-pocket expenses for copying, telephone, faxes, pre-approved courier services and other approved reimbursables, with no multiplier. Charges for courier services between CGA West Palm Beach office and Town are not approved.

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 for a period of three (3) years unless and until it terminated as provided below. The Town may, at its sole discretion, extend the term of the contract for two additional on (1) year terms.

3.2 TERMINATION-Without Cause- This Agreement may be terminated by TOWN for any reason or no reason upon Sixty (60) calendar day 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 Patrick Figurella, PE 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 Sub consultants, 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 of 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**” ---Article IA of RFQ 103-2015 which identifies type of services
ATTACH AS “**Exhibit B**” ---Personnel Assignments/Basis for Compensation Hourly Rates
ATTACH AS “**Exhibit C**” ---Current Projects Overseen by Simmons & White and Sub-Consultants

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR CONTINUING ENGINEERING CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement on the respective dates under each signature: Town of Lake Park through its Town Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 16th day of September, 2015: and _____ authorized to execute same.

TOWN OF LAKE PARK, through its
Town Commission

By: *James P. Baird*
_____, Mayor

ATTEST:

Vivian Mendez
Vivian Mendez, CMC, Town Clerk

Approved as form and legality

(TOWN SEAL)

By: *Thomas J. Baird*
Thomas J. Baird, Town Attorney
16th day of Sept., 2015

(CONSULTANT)

By: _____

Print Name: _____

_____ day of _____, 2015

Witness: _____

Print Name: _____

EXHIBIT "A"

ARTICLE I. INTRODUCTION AND GENERAL DESCRIPTION OF REQUIRED SERVICES (from RFQ 103-2015)

Pursuant to Section 287.055 Florida Statutes, known as the "Consultants' Competitive Negotiation Act" the Town of Lake Park is soliciting statements of qualifications from PROFESSIONAL CONSULTANT FIRMS for continuing ~~and "as-needed"~~ professional services. The selected firm (or firms) will provide support services to various Town departments including but not limited to the following: Community Development/Code Enforcement/Building Permits, Public Works, Finance and Town Manager.

A.) CONTINUING SERVICES:

Various Town Departments

- Review commercial/industrial site plan applications for civil/traffic engineering, landscaping, parking, dumpster access, drainage & NPDES requirements for consistency with Town and applicable local and State codes
- Review construction plans submitted for permit in coordination with the Building Official's duties on an as-needed basis
- Review landscaping plans for code compliance incl. landscape site plan review of development plans submitted for building permit
- Provide services related to FEMA flood requirements as needed
- Availability during daytime business hours to meet with Town and project applicants, and coordinate correspondence between parties
- Attend project pre-construction meetings as needed
- Support services associated with the Planning and Zoning Board
- Provide site visits/inspections for projects to monitor compliance with permit requirements, NPDES compliance and coordination with the Town, possible threshold inspection
- Review Plats or re-Plats submitted
- Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.

Public Works

- Review Town storm water drainage and compliance activities as they pertain to NPDES permit
- Site plan review for commercial sanitation site access
- Prepare annual NPDES report submittal
- Assist with NPDES audit as needed
- Review and maintenance of Storm Water Utility ERU's
- Review Storm Water Master Plan, prepare storm water project cost estimates for consideration of rate increases to upgrade infrastructure and NPDES requirements
- Assist with Storm Water Utility related procedures and rate evaluation
- Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.

End of Exhibit "A"

EXHIBIT "B"

TYPICAL TASKS	JOB TITLE	NAME	OFFICE LOCATION	HOURLY RATE	
Review commercial/industrial site plan applications for civil/traffic engineering, landscaping, parking, dumpster access, drainage & NPDES requirements for consistency with Town and applicable local and State codes.	Director, Engineering (V)	Patrick Figurella, P.E.	WPB	\$175.00	
	Project Manager (IV) Civil	Patrick Figurella, P.E.	WPB	\$150.00	
	Project Manager (IV) Electrical	Manuel Docurro, P.E.	FTL	\$150.00	
	Project Manager (IV) Traffic	Eric Czerniejewski, P.E.	FTL	\$150.00	
	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00	
	Engineer (II) Civil	Curt Alexander	WPB	\$110.00	
	Associate, Landscape Architect	Tammy Cook, A.L.S.A.	FTL	\$165.00	
	Landscape Site Plan Reviewer	Bill Tesauro	FTL	\$130.00	
	Review construction plans submitted for permit in coordination with the Building Official's duties.	Director, Engineering (V)	Patrick Figurella, P.E.	WPB	\$175.00
		Project Manager (IV) Civil	Patrick Figurella, P.E.	WPB	\$150.00
		Project Manager (IV) Electrical	Manuel Docurro, P.E.	FTL	\$150.00
		Project Manager (IV) Traffic	Eric Czerniejewski, P.E.	FTL	\$150.00
		Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
Review landscaping plans for code compliance incl. landscape site plan review of development plans submitted for building permit.	Engineer (II) Civil	Curt Alexander	WPB	\$110.00	
	Associate, Landscape Architect	Tammy Cook, A.L.S.A.	FTL	\$165.00	
	Landscape Site Plan Reviewer	Bill Tesauro	FTL	\$130.00	

<p>Provide services related to FEMA flood requirements.</p>	<p>Environmental Administrator (Flood Plain Manager)</p>	<p>Sandra Lee, A.I.C.P.</p>	<p>FTL</p>	<p>\$125.00</p>	
<p>Availability during daytime business hours to meet with Town and project applicants, and coordinate correspondence between parties.</p>	<p>Senior Registered Surveyor</p>	<p>Ronnie Furniss, P.S.M.</p>	<p>WPB</p>	<p>\$145.00</p>	
	<p>Registered Surveyor</p>	<p>David Rohal, P.S.M.</p>	<p>WPB</p>	<p>\$130.00</p>	
	<p>Director, Engineering (V)</p>	<p>Patrick Figurella, P.E.</p>	<p>WPB</p>	<p>\$175.00</p>	
	<p>Project Manager (IV) Civil</p>	<p>Patrick Figurella, P.E.</p>	<p>WPB</p>	<p>\$150.00</p>	
	<p>Project Manager (IV) Electrical</p>	<p>Manuel Docurro, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>	
	<p>Project Manager (IV) Traffic</p>	<p>Eric Czerniejewski, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>	
	<p>Project Engineer (III) Civil</p>	<p>David Frodsham, P.E.</p>	<p>WPB</p>	<p>\$130.00</p>	
	<p>Landscape Site Plan Reviewer</p>	<p>Bill Tesauro</p>	<p>FTL</p>	<p>\$130.00</p>	
	<p>Project Manager (IV) Civil</p>	<p>Patrick Figurella, P.E.</p>	<p>WPB</p>	<p>\$150.00</p>	
	<p>Project Manager (IV) Electrical</p>	<p>Manuel Docurro, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>	
<p>Attend project pre-construction meetings.</p>	<p>Project Engineer (III) Civil</p>	<p>David Frodsham, P.E.</p>	<p>WPB</p>	<p>\$130.00</p>	
	<p>Engineer (II) Civil</p>	<p>Curt Alexander</p>	<p>WPB</p>	<p>\$110.00</p>	
	<p>Associate, Landscape Architect</p>	<p>Tammy Cook, A.L.S.A.</p>	<p>FTL</p>	<p>\$165.00</p>	
	<p>Director, Engineering (V)</p>	<p>Patrick Figurella, P.E.</p>	<p>WPB</p>	<p>\$175.00</p>	
	<p>Project Manager (IV) Civil</p>	<p>Patrick Figurella, P.E.</p>	<p>WPB</p>	<p>\$150.00</p>	
	<p>Project Manager (IV) Electrical</p>	<p>Manuel Docurro, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>	
	<p>Project Manager (IV) Traffic</p>	<p>Eric Czerniejewski, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>	
	<p>Support services associated with the Planning and Zoning Board.</p>	<p>Project Manager (IV) Civil</p>	<p>Eric Czerniejewski, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>
		<p>Project Manager (IV) Electrical</p>	<p>Manuel Docurro, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>
		<p>Project Manager (IV) Traffic</p>	<p>Eric Czerniejewski, P.E.</p>	<p>FTL</p>	<p>\$150.00</p>

	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
	Associate Landscape Architect	Tammy Coot, A.L.S.A.	FTL	\$165.00
Provide site visits/inspections for projects to monitor compliance with permit requirements, NPDES compliance and coordination with the Town, possible threshold inspection.	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
	Engineer (II) Civil	Curt Alexander	WPB	\$110.00
	Landscape Site Plan Reviewer	Bill Tesaro	FTL	\$130.00
Review submitted Plans or re-Plans	Director, Engineering (V)	Patrick Figurella, P.E.	WPB	\$175.00
	Senior Registered Surveyor	Ronnie Furniss, P.S.M.	WPB	\$145.00
	Registered Surveyor	David Rohal, P.S.M.	WPB	\$130.00
Attend County and State agency meetings and forums as required by the Town Manager or Town Commission.	Director, Engineering (V) Civil	Patrick Figurella, P.E.	WPB	\$175.00
	Project Manager (IV) Traffic	Eric Czerniejewski, P.E.	FTL	\$150.00
	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
	GIS Specialist	Antoine Jackson	FTL	\$125.00
Review Town storm water drainage and compliance activities as they pertain to NPDES permit.	Project Manager (IV) Civil	Patrick Figurella, P.E.	WPB	\$150.00
	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
	Engineer (II) Civil	Curt Alexander	WPB	\$110.00
Site plan review for commercial sanitation site access.	Senior CADD Technician	Lee Rowbotham	WPB	\$115.00
Represent Town for NPDES audits	Project Manager (IV) Civil	Patrick Figurella, P.E.	WPB	\$150.00
	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
Review and maintenance of Storm Water Utility ERU's (inc. certifying the annual non ad valorem tax role).	Project Manager (IV) Civil	Patrick Figurella, P.E.	WPB	\$150.00

	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
	Senior CADD Technician	Lee Rowbotham	WPB	\$115.00
	GIS Specialist	Antoine Jackson	FTL	\$125.00
Update Storm Water Master Plan, prepare storm water project cost estimates for consideration of rate increases to upgrade infrastructure and NPDES requirements.	Project Manager (IV) Civil	Patrick Figurella, P.E.	WPB	\$150.00
	Project Engineer (III) Civil	David Frodsham, P.E.	WPB	\$130.00
Assist with Storm Water Utility related procedures.	Director, Engineering (V)	Patrick Figurella, P.E.	WPB	\$175.00
	Project Manager (IV)	Patrick Figurella, P.E.	WPB	\$150.00
	Project Engineer (III)	David Frodsham, P.E.	WPB	\$130.00
	GIS Specialist	Antoine Jackson	FTL	\$125.00
3D Modeling	Landscape Architect	Gianno Feoli, A.L.S.A.	FTL	\$120.00
	Senior CADD Technician	Lee Rowbotham	WPB	\$115.00
Clerical	Clerical	Elizabeth Pratt	WPB	\$ 75.00

EXHIBIT "C"

Current Projects Overseen by Simmons & White and Sub-Consultants, Jon Schmidt & Associates, Lidberg Land Surveying and Warren J. Von Werne

- One Park Place: *Through Site Plan Approval*
- 10th Court Office/Warehouse (Kauff's): *Through Site Plan Approval*
- Coston Marine: *Through Site Plan Approval, but no later than March 31, 2016*
- 131 Federal Highway (Jetch) Special Exception Use: *Through Special Exception Use Approval*
- Aldi (within Congress Business Park PUD): *Through Certificate of Occupancy*
- RaceTrac (within Congress Business Park PUD): *Through Certificate of Occupancy*
- Congress Business Park PUD interior drainage and roadway improvements, including the conveyance of the Park Avenue extension: *Through final inspection report and conveyance of Park Avenue right-of-way, respectively*
- Lake Park Scrub Area Improvements: *Through Site Plan Approval*
- Earl Stewart Toyota PUD: *Through Phase 1 Certificate of Occupancy, but no later than March 31, 2017*
- RG Towers/T-Mobile Cell/Stealth Tower: *Through Site Plan Approval*
- Publix Plaza exterior landscaping improvements: *Through the issuance of the building permit (or other) for proposed landscape modifications*

****All of the above projects shall be overseen by Simmons & White and their Sub-Consultants listed, for the timeframe prescribed, but in all cases no later than December 31, 2016, unless otherwise listed****

CONSULTANT & SUBCONSULTANT FEE SCHEDULES

7 PAGES



Fee Schedule

Principal	-	\$160.00
Traffic Principal	-	\$185.00
Expert Testimony	-	\$250.00
Senior Engineer	-	\$135.00
Engineer	-	\$110.00
Senior Technician	-	\$ 100.00
Technician	-	\$ 80.00
Clerical	-	\$ 50.00

Plus reimbursement for direct non-salary expenses including, but not limited to, automobile travel at \$.60 per mile, long distance telephone, printing, postage, courier and reproduction.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant's normal hourly billing rates, of the time devoted to such proceeding by its employees.

x:/docs/accounting/feeschedul08.rev.word

Simmons & White, Inc.
5601 Corporate Way Suite 200 West Palm Beach Florida 33407
T: 561.478.7848 F: 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452



CITY OF WESTON
PROFESSIONAL FEE SCHEDULE

Principal	270.67
Executive Assistant	90.32
ENGINEERING	
Associate, Engineering (VI)	238.48
Director, Engineering (V)	206.28
Project Manager (IV)	180.64
Project Engineer (III)	154.72
Engineer (II)	129.08
Jr. Engineer (I)	122.52
Senior CADD Technician Manager	141.90
CADD Technician	115.96
Traffic Technician	109.70
Permit Administrator	109.70
Clerical	90.32

DATA TECH DEVELOPMENT	
Associate, Data Tech Dev.	206.28
GIS Coordinator	180.64
GIS Specialist	154.72
Multi-Media 3D Developer	141.90
GIS Technician	112.52
Sr. Applications Developer	206.28
Applications Developer	167.54
Network Administrator	193.46
System Support Specialist	141.90
IT Support Specialist	103.15

CONSTRUCTION	
Associate, Construction	206.28
Construction Management Director	167.54
Senior Inspector	122.52
Inspector	109.70

EMERGENCY MANAGEMENT	
Director	180.64
Planner	129.08
Jr. Planner	109.70

PLANNING	
Associate, Planning	206.28
Director of Planning	180.64
Planning Administrator	167.54
Assistant Director	154.72
Planner	129.08
Jr. Planner	109.70

EXPERT WITNESS	
Principal/Associate	419.12
Registered Engineer/Surveyor	354.73
Project Engineer	290.04

LANDSCAPE ARCHITECT	
Associate, Landscape	206.28
Senior Landscape Architect	180.64
Environmental Administrator	154.72
Landscape Architect	141.90
Environmental Specialist	129.08
Landscape CADD Technician	115.96
Environmental Assistant	103.15

SURVEYING	
Associate, Surveying	206.28
Senior Registered Surveyor	180.64
Survey Crew	167.54
Registered Surveyor	154.72
Survey Coordinator	129.08
CADD Technician	115.96
3D Laser Scanner	451.31
Hydrographic Survey Crew	419.12
G.P.S. Survey Crew	193.46
Sub-meter G.P.S	90.32
Soft Dig (per hole)	386.93
Utility Locates	257.85

MICROBIAL/INDOOR AIR QUALITY SERVICES	
Sr. Environmental Scientist	141.90
Environmental Scientist	122.52

- Building Code Services
- Coastal Engineering
- Code Enforcement
- Construction Engineering & Inspection
- Construction Services
- Contract Government
- Data Technologies & Development
- Emergency Management Services
- Engineering
- Governmental Services
- Indoor Air Quality
- Landscape Architecture & Environmental Services
- Municipal Engineering
- Planning
- Public Administration
- Redevelopment & Urban Design
- Renewable Energy
- Resort Development
- Surveying & Mapping
- Transportation Planning & Traffic Engineering
- Utility & Community Maintenance Services
- Water Resources Management

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

In addition to the hourly rates listed above, charges will include direct out-of-pocket expenses such as reproduction, overnight mail, and other reimbursables billed at a multiplier of 1.25.