



AGENDA

Special Call
 Community Redevelopment Agency
 Meeting
 Wednesday, April 2, 2008, 7:30 P.M.
 Lake Park Town Hall
 535 Park Avenue

Desca DuBois	—	Chair
Edward Daly	—	Vice-Chair
G. Chuck Balius	—	Board Member
Jeff Carey	—	Board Member
Patricia Osterman	—	Board Member
Christiane Francois	—	Board Member
Michelle McKenzie-Suiter	—	Board Member
<hr style="border-top: 1px dotted black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. ADDITIONS/DELETIONS - APPROVAL OF AGENDA
- E. CONSENT AGENDA:
 - 1. Special Call CRA Board Meeting Minutes of February 20, 2008 Tab 1
 - 2. Park Avenue Streetscape Improvements Change Order #1 Tab 2
 - 3. Professional Design Services for the Alleyway Improvement Project Tab 3
- F. BOARD MEMBER COMMENTS
- G. ADJOURNMENT

Consent Agenda

TAB 1

**Community Redevelopment Agency
Agenda Request Form**

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Special Call CRA Meeting Minutes of February 20, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of February 20, 2008.

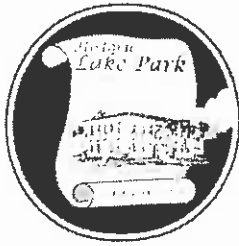
Approved by Executive Director W. Davis 3/22/08
Date: _____

James Shepherd
Deputy Clerk

3/21/08
Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input checked="" type="checkbox"/> Town Clerk <u>VM</u> <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <u>_x_</u> : Please initial one.

Summary Explanation/Background:



Town of Lake Park
Special Call
Community Redevelopment Agency Meeting
Town Hall Commission Chambers
535 Park Avenue, Florida 33403
Wednesday, February 20, 2008 7:30 p.m.

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Wednesday, February 20, 2008 at 7:30 p.m. Present were Chair Castro, Board Members Carey, Balius, Osterman, Francois, Executive Director Maria Davis and Town Clerk Vivian Mendez. Board Member Suiter was absent.

Chair Castro led the Pledge of Allegiance.
 Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None.

Motion: A motion was made by Board Member Balius to approve the agenda; Vice-Chair Daly made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Francois	X		
Board Member Suiter	Absent		

Motion passed 6-0.

General Approval of Item

- Special Call CRA Meeting Minutes of December 19, 2007**

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Board Member Balius to approve the Special Call CRA Meeting Minutes of December 19, 2007; Vice-Chair Daly made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair Daly	X		
Chair Castro	X		
Board Member Francois	X		
Board Member Suiter	Absent		

Motion passed 6-0.

2. Share 50% Cost with the Town of Lake Park for Professional Lobbying Services

Chair Castro stated that at the beginning of the Commisison meeting he was against acquiring lobbying services for the Town but at the end of the meeting he was very much for it.

Board Member Balius stated that he had met with Mr. Gomez and was very impressed with him.

Board Member Osterman stated that she felt that the Town was gearing up to go in the right direction.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Board Member Balius to approve the CRA to Share 50% of Cost with the Town of Lake Park for Professional Lobbying Services; Vice-Chair Daly made the second.

Vote on Motion:

Board Member	Aye	Nay	Other
Board Member Balius	X		
Board Member Carey	X		
Board Member Osterman	X		
Vice Chair			

Daly	X		
Chair Castro	X		
Board Member Francois	X		
Board Member Suiter	Absent		

Motion passed 6-0.

CRA BOARD MEMBER COMMENTS

Chair Castro

None

Board Member Balius

None

Board Member Carey

None

Board Member Osterman

None

Vice-Chair Daly

None

Board Member Francois stated that in the current economic environment something needed to be done to revitalize the Town.

Board Member Suiter

Absent

ADJOURNMENT

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Osterman and seconded by Vice-Chair Daly, and by unanimous vote, the meeting adjourned at 7:38 p.m.

Chair Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

(Town Seal)

Approved on this _____ day of _____, 2008

TAB 2

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Park Avenue Streetscape Improvements Change Order # 1

RECOMMENDED MOTION/ACTION: None Required. For Reporting Purposes Only

Approved by Executive Director W. Davis Date: 3/25/08

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$2,700 Funding Source: CRA Acct. # 110-63102	Attachments: Proposal and Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Staff and the CRA Board were very satisfied with the work that Chris Wayne and Associates (CWA) performed on the 10th Street Streetscape Project and elected to enter into a design/build streetscape project for Park Avenue Improvements. Chris Delago, president of

Chris Wayne and Associates, is a registered landscape architect and presented a master plan to the Board for the restoration of Park Avenue Streetscape with a construction budget of \$288,000. After review of the original plans drawn in 1999, Mr. Delago advised staff that a new set of construction plans would be required in order to properly execute the construction of the project. The cost to redevelop the plans was \$\$2,700

Although this amount is within the Executive Director's authority, it is being presented to the Board as notification of Change Order # 1 to increase the original construction contract amount of \$288,000 to \$290,700.

Deliverables: 1 set construction specification details, signed and sealed by a Florida Licensed Landscape Architect.

1 CD with above mentioned documents in AutoCAD 2008 format

1 Landscape Improvement Construction Proposal

Schedule: CONSULTANT / CONTRACTOR shall provide deliverables within (30) days from receipt of signed contract.

Task 2.0-Landscape and Irrigation Construction

Upon receipt of signed Landscape Improvement Construction Proposal and permit for construction CONSULTANT / CONTRACTOR shall construct improvements within limits of work for Park Avenue. CONSULTANT / CONTRACTOR shall construct improvements in accordance with permitted plans developed by CONSULTANT / CONTRACTOR and shall provide all necessary labor, equipment, transportation, materials and maintenance of traffic. CONSULTANT / CONTRACTOR shall coordinate all utility locates. CONSULTANT / CONTRACTOR shall dispose of all construction debris legally off site.

CONSULTANT / CONTRACTOR shall provide a 100% Performance Bond to CLIENT within (30) days of receipt of signed Landscape Improvement Construction Proposal prior to construction for a total amount of signed Landscape Improvement Construction Proposal.

Schedule: CONSULTANT / CONTRACTOR shall have (120) days from date performance bond is provided to CLIENT to complete landscape improvements, unless otherwise agreed upon in writing by CLIENT and CONSULTANT / CONTRACTOR.

COMPENSATION

A. Task 1.0-Preparation of Landscape Improvement Construction Documents

Lump Sum \$2,700.00

CLIENT shall pay CONSULTANT Lump Sum amount upon completion of work.

B. Task 2.0-Landscape and Irrigation Construction

**Lump Sum to be determined -
Not to exceed \$288,000.00**

Lump Sum shall be per Landscape Improvement Construction Proposal agreed to by signature and dated by CLIENT and CONSULTANT / CONTRACTOR prior to construction. Invoices, or Pay Applications, shall be submitted by CONSULTANT / CONTRACTOR to CLIENT for payment for work completed and materials stored onsite. CLIENT shall pay CONSULTANT / CONTRACTOR lump sum for construction, plus or minus any alternates or change orders that may occur. CLIENT shall make payment within 30 days of receipt of Pay Application.

ADDITIONAL SERVICES

Additional services shall be as mutually agreed upon. Meetings not outlined above are considered additional services and shall be charged in accordance with CONSULTANT / CONTRACTOR rate schedule, Attachment A.

WARRANTY

CONSULTANT / CONTRACTOR warranties work for a period of one year from date of final acceptance against all material and workmanship defects. Warranty does not cover damage to work from fire, acts of God or negligence by others.

TERMS

All terms and conditions of this proposal are good for 30 days. After 30 days Chris Wayne and Associates, Inc. reserves the right to review and make necessary changes. Price may or may not change. In reference to the term 'days', days shall be calculated as business days, not included in business days are national observed holidays. Proposal is for WORK described above. Any additional work not listed in proposal shall not be the responsibility of Chris Wayne and Associates, Inc. unless mutually agreed upon in writing.

By accepting service of Chris Wayne and Associates, Inc. customer agrees to the following: 1.) A service charge on delinquent invoices not paid within specified terms shall be \$25.00 per 30 days for up to 90 days. After 90 days legal collection efforts shall begin. For invoices due on receipt, there is a 10-day allowance from invoice date. 2.) A fee of \$35.00 shall be collected on all returned check items. 3.) Customer agrees to pay all court costs, damages and attorney fees if collection efforts become necessary.

Respectfully Submitted,

Christopher W. Dellago, RLA
President, CEO
Chris Wayne and Associates, Inc.

Date

Accepted,

Client

Date

Print name _____

Contact Address _____

Contact Phone _____

TAB 3

**Lake Park Community Redevelopment Agency (CRA)
Agenda Request Form**

Meeting Date: April 2, 2008

Agenda Item No.

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Professional Design Services for the Alleyway Improvement Project

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Davis* Date: 3/25/08

Name/Title

Date of Actual Submittal

Originating Department:	Costs: \$14,626.75 Funding Source: CRA Acct. # 110-63100	Attachments: Original Proposal Expenditures to Date
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: On October 17, 2007 the attached proposal in the amount of \$28,545 was presented to the Board for additional design services to reflect the modified scope of work of the project. The Board recommended deferring the additional design services until a referendum authorizing the work was voted upon favorably.

The referendum authorizing the work was passed on March 11, 2008. At its October 17th meeting, the Board authorized staff to pay Calvin Giordano and Associates for work already accomplished on the project in the amount of \$12,323.25, which left a remaining balance of \$16,221.75.

The CRA Executive Director reduced the scope of work for the Landscape Professional Design portion of the project in the amount of \$1,595 under Calvin Giordano's original contract. The new balance remaining to finish the proposed project is \$14,626.75. Staff recommends authorization for the consulting engineer to proceed and complete the alleyway design in an amount not to exceed \$14,626.75

RECEIVED

OCT 24 2007

Calvin, Giordano & Assoc., Inc.
Federal ID: 65-0013869
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
954-921-7781

Town of Lake Park
Office of Town Manager

TOWN OF LAKE PARK
ATTN: MARIA DAVIS, Town Mngr
535 PARK AVENUE
LAKE PARK, FL 33403

Invoice number 26815
Date 10/23/2007

PAID

Contract: 071350
LP Alleyway Modifications
Project 07-1350 LP Alleyway Modifications

Customer ID: L100

110-34000

Preliminary Budget: \$12,270
Final Budget: \$16,275

Billing period through September 17th 2007

Item	Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Billed
10120	ELECTRICAL	4,950.00	27.68%	1,370.00	0.00	1,370.00
80000	WPB-ENGINEERING	19,410.00	42.81%	8,310.00	0.00	8,310.00
87000	WPB-LANDSCAPING	4,185.00	61.89%	2,590.00	0.00	2,590.00
Contract total		28,545.00	42.98%	12,270.00	0.00	12,270.00

Reimbursable

Activity / Vendor	Invoice number	Date	Amount
Printing Expense WEST SIDE REPROGRAPHICS, INC Scan large format & 1 CD	26969	9/17/2007	53.25
Printing Expense subtotal			53.25
Reimbursable subtotal			53.25

Invoice total 12,323.25

Project Summary

Fee 28,545.00
Invoiced to date 12,270.00
Fee remaining 16,275.00

M. Davis 10/28/07
CRA - ALLEYWAY
FRAT.



October 10, 2007

Ms. Maria Davis
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**RE: Modifications to Town of Lake Park Downtown Alleyway Plans
CGA Proposal No. 07-1350**

Dear Ms. Davis,

We are pleased to submit this proposal for Professional Services on the above referenced project located in the Town of Lake Park.

CGA shall revise the current Bid Plans pursuant to the meeting held Tuesday September 12, 2007 between the Town Manager, Town Community Development Director and CGA. Plan modifications shall include: the reduction of the number of landscape islands, enlarging the end landscape islands, resurfacing the existing pavement in lieu of full depth construction on the alleyway north of Park Avenue and south of Park Avenue between 8th and 7th Streets, deletion of the water main construction and deletion of the water meter and sanitary sewer cleanout replacement, substitution of the precast panel wall with a fence with decorative end treatments and appropriate landscaping and simplification of the lighting system by adding lighting fixtures to the existing utility poles, and construction of simple concrete light poles with non-decorative fixtures. Deliverables for the preliminary phase shall be Exhibits for the Town Commission which shall include: plan sheets showing the above changes, plan sheets showing the existing and proposed light levels, a detail of the decorative fence treatment and landscaping and preliminary cost estimates. Deliverables for the final phase shall be Final Plans, Cost Estimates and Bid Documents. Bid Documents shall be prepared for a separate bid, not as an addendum to Bid #01-2007.

Engineering
Construction Engineering
& Inspection
Municipal Engineering
Transportation Planning
& Traffic Engineering
Surveying & Mapping
Planning
Landscape Architecture
& Environmental Services
Construction Services
Indoor Air Quality
Data Technologies
& Development
Emergency Management
Services

760 Village Blvd, Suite 340
West Palm Beach, FL 33409
Phone: 561.684.6161
Fax: 561.684.6360
www.calvin-giordano.com

SCOPE OF SERVICES

Calvin, Giordano & Associates, Inc. will perform the following services based on our understanding of the project requirements:

I. Professional Engineering Services

A. Civil Engineering

1. Preliminary Engineering

- Prepare Exhibits for Town Council, including plan sheets and cost estimates

2. Final Engineering

- Prepare final plans and cost estimates

3. Bid Documents

- Prepare Bid Documents utilizing format established in documents prepared for Bid #01-2007

B. Electrical Engineering

1. Preliminary Electrical Engineering

2. Final Electrical Engineering

3. Bid Documents

II. Professional Landscape Architecture Services

A. Preliminary Landscape Architecture

1. Prepare Exhibits for Town Council, including plan sheets and cost estimates.

B. Final Landscape Architecture

1. Prepare final plans and cost estimates.

C. Bid Documents

1. Prepare Bid Documents utilizing format established in documents prepared for Bid #01-2007.

BASIS OF PROPOSAL

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the CLIENT since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CLIENT.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the CLIENT. All municipal, permit, and agency fees as well as Title Certificates will be paid by the CLIENT.
- Basic services outlined within this proposal shall be considered complete when the project plans are submitted to the regulatory agencies for Certification.
- Calvin, Giordano & Associates, Inc. is performing the consulting services set forth in this Agreement strictly as a professional consultant to CLIENT. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates and any contractor or subcontractor performing construction activities on the project, or any of CLIENT's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Calvin, Giordano & Associates, Inc. will ensure that all consultants carry proper insurance, including professional liability insurance, if appropriate.
- Permit construction certification will include one partial and one final inspection .

Additional Fees

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Architectural, structural (i.e., retaining walls, bridges, docks), mechanical (i.e., fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.

- Calculations for needed fire flow for site demands, based on building type use and size, if required.
- Calculations of off-site flood stages.
- Construction quality control inspections.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual):
- Professional land surveying not included in the scope of services (i.e., buried utility investigation, easement research, condominium documents, project stake-out and as-built drawings).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Alvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g. architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.
- Re-review of rejected shop drawings.
- Review and approval of Contractor pay requests.
- Review of Data supplied by the Client (i.e. GIS data sets, databases, Aerial images, etc.) required for integration into this project.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Special shop drawing annotation and modification to expedite shop drawing approval process.
- Updated Boundary survey, site evaluation or closing assistance work, unless specified above.

Reimbursable Expenses

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, federal express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

Meeting Attendance

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum as shown in the proposed Schedule of Fees:

Preliminary Engineering plans, preliminary Landscape Plans and preliminary electrical engineering plans and preparation of exhibits and five (5) alternative cost estimates and presentation of said revised elements to the Community Redevelopment Agency Board.

Engineering	\$ 8,310.00
Landscaping	\$ 2,590.00
Electrical Engineering	\$ 1,370.00
Total	<u>\$12,270.00</u>

Final Engineering construction plans and specifications, final Landscape construction plans and specifications and final Electrical Engineering construction plans and specifications including coordination with Florida Power and Light Company (FPL). Preparation of final cost estimates, preparation of bid documents and bidding assistance.

Engineering	\$11,100.00
Landscaping	\$ 1,595.00
Electrical Engineering	\$ 3,580.00
Total	<u>\$16,275.00</u>

TERMS OF THE AGREEMENT

- All aspects of GIS data development created by Calvin, Giordano & Associates, Inc. will be property of the CLIENT and will be given to the CLIENT at time of project completion.

- CLIENT agrees to indemnify, hold harmless and, at Calvin Giordano & Associates, Inc.'s option, defend or pay for an attorney selected by Calvin, Giordano & Associates, Inc., to defend Calvin Giordano & Associates, Inc., its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of CLIENT or its consultants.
- CGA and the CLIENT agree by their signatures on this document that each party will not hire or attempt to hire any staff from the other party while under contract together.
- Calvin, Giordano & Associates, Inc. is preparing and providing drawings, plans, specifications, and other documents as outlined in the scope of services for this Agreement for use in the construction of this project, based upon design and construction criteria prepared and provided by others, including but not limited to the CLIENT and CLIENT's consultants. Calvin, Giordano & Associates, Inc. is not responsible for any errors and omissions in the aforesaid design and construction criteria provided by others.
- Calvin, Giordano & Associates, Inc. agrees to indemnify, hold harmless and, at CLIENT's option, defend or pay for an attorney selected by CLIENT, to defend CLIENT, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, any appellate attorney costs, court costs, and expenses, caused by, arising from or related to any acts, omissions or negligence of Calvin Giordano & Associates, Inc.
- CLIENT agrees to limit Calvin, Giordano, & Associates, Inc.'s liability for any and all claims that CLIENT may assert on its own behalf or on behalf of another, including but not limited to claims for breach of contract or breach of warranty, to the amount of fees paid to Calvin, Giordano & Associates, Inc. pursuant to this Agreement.
- Drawings, specifications, and other documents and electronic data furnished by Calvin, Giordano & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Calvin, Giordano & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The CLIENT may request reproducible copies all original documents upon payment of all outstanding invoices, and expenses.
- In the event of termination in accordance with this Agreement or termination not the fault of Calvin, Giordano & Associates, Inc., Calvin, Giordano & Associates, Inc. shall be compensated for services properly performed prior to receipt of notice of termination, together with Reimbursable Expenses then due.

- Invoices for work accomplished to date will be submitted monthly and are payable within thirty (30) days. The CLIENT will pay invoices upon receipt and understands interest charges of 1.5% per month will be applied to any unpaid balance past thirty (30) days. Calvin, Giordano & Associates, Inc. may elect to stop work until payment is received. If work is stopped for thirty (30) days or more, Calvin, Giordano & Associates, Inc. may request compensation for start-up costs when work resumes.
- The CLIENT or their representative shall be available to meet with Calvin, Giordano & Associates, Inc. and provide decisions in a timely manner throughout the course of the project. The CLIENT will provide all plans and other pertinent information, which are necessary for Calvin, Giordano & Associates, Inc. to provide complete professional services as outlined in this contract.
- The terms of Agreement shall be valid for the Client's acceptance for a period of thirty (30) days from the date of execution by Calvin, Giordano & Associates, Inc. after which time this contract offer becomes null and void if not accepted formally (evidenced by receipt of an executed copy of this document). All rates and fees quoted in this document shall be effective for a period of six (6) months, after which time they may be renegotiated with the CLIENT.
- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.

MISCELLANEOUS PROVISIONS

- CLIENT and Calvin, Giordano & Associates, Inc., respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor Calvin, Giordano & Associates, Inc. shall assign this Agreement without written consent of the other.
- This Agreement represents the entire and integrated agreement between the CLIENT and Calvin, Giordano & Associates, Inc. and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Calvin, Giordano & Associates, Inc. and the CLIENT.
- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.

TERMINATION OF THE AGREEMENT

- This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of CLIENT to make payments to Calvin, Giordano & Associates, Inc., in accordance with this Agreement, shall be considered substantial nonperformance and cause for termination.
- In the event of termination in accordance with this Agreement or termination not the fault of CGA, CGA shall be compensated for services properly performed prior to receipt of notice of termination.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,


CALVIN, GIORDANO & ASSOCIATES, INC.

Joe P. Weber, PSM.
Director, West Palm Beach

Cost of these services are \$28,545.00

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: 

Date: 10-10-07

Name: Jon P. Weber, PSM
Title: Director, West Palm Beach

Town of Lake Park

By: _____ Date: _____

Name: Maria Davis
Title: Town Manager