



AGENDA

Special Call

Community Redevelopment Agency Meeting

Wednesday, July 16, 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 dashed black;"/>		
Maria V. Davis	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez Lemley	—	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:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Board member or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Agency Clerk. Cards must be submitted before the item is discussed.

Consent For Approval:

1. **Professional Engineering Services for the Construction Phase of the Downtown Alleyway Project** **Tab 1**
2. **Confirmation of the Award of the 10th Street Pavement Marking and Striping Project to Best Striping, Inc. in the Amount of \$16,785** **Tab 2**
3. **Tree Trimming Services** **Tab 3**
4. **Award Contract for Holiday Decorating to Clark Sales Display, Inc. Utilizing the City of St. Petersburg Contract # 037-37** **Tab 4**

F. DISCUSSION AND POSSIBLE ACTION:

5. **Award of Communications Contract to Adkins and Associates, Inc. Utilizing the City of Homestead, Florida Professional Services Agreement** **Tab 5**

G. BOARD MEMBER COMMENTS

H. EXECUTIVE DIRECTOR COMMENTS

I. ADJOURNMENT

Consent Agenda

TAB 1

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

Meeting Date: July 16, 2008

Agenda Item No. *Tab 1*

- | | |
|---|--|
| <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 Engineering Services for the Construction Phase of the Downtown Alleyway Project

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Davis* Date: *7/1/08*

Name/Title

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Executive Director</p>	Costs: \$22,720 Funding Source: CRA Debt Service for Alleyway Project Acct. # _____	Attachments: Proposal from Calvin Giordano and Associates
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: The attached proposal from Calvin Giordano and Associates is for professional engineering services for the construction phase of the

Downtown Alleyway Improvement Project. The services are required to ensure that the project is constructed in accordance with the engineering plans.

Due to the fact that the CRA is in negotiations to acquire the four parcels located on the 700 block of Foresteria Drive, staff deferred the renovation of the 700 block of the Alleyway Project. The attached proposal for engineering services does not include the 700 block of the Alleyway Project.

Staff has reviewed the proposal and found it to be reasonable.



July 1, 2008

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

RE: Town of Lake Park Alleyways Construction Phase
CGA Proposal No. 06-2748.15

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. Calvin, Giordano & Associates, Inc. (CGA) will provide construction phase services for the construction of the Rehabilitation of the alleyway on the north side of Park Avenue from 10th Street to 9th Street and the alleyway on the south side of Park Avenue from 10th Street to 8th Street and the alley that runs parallel with and on the east side of 10th Street from Greenbriar Court north to Northern Drive. CGA shall provide a construction inspector to observe the non-structural construction including lighting and landscaping.

SCOPE OF SERVICES

I. Professional Services During Construction

- A. CGA shall respond to inquiries made by the Contractor to interpret the design plans and to answer design related questions.
- B. CGA shall research the Palm Beach County Property Appraiser records to determine and identify property owners adjacent to the alleyways project. In addition, CGA shall prepare correspondence to notify the adjacent owners of the upcoming alleyway reconstruction. CGA shall also prepare Right to Enter Agreements for each owner and assist the Town in obtaining executed Right to Enter Agreements. CGA shall also provide coordination with Town and adjacent owners during the construction process as required.
- C. CGA shall review shop drawings and approve said drawings as appropriate. This review shall consist of one review only. Additional reviews or reviews of Contractor suggested alternatives shall be an additional expense to be borne by the Contractor as specified in the Contract Bid Documents.
- D. CGA shall review the as-built drawings prepared by the Contractor's surveyor for conformance to the design plans.

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

560 Village Blvd., Suite 440
West Palm Beach, FL 33409
Phone: 561.684.6161
Fax: 561.684.6160
www.calvin-giordano.com

- E. CGA shall perform a punch-list inspection, prepare a punch-list of items for the Contractor, perform a final inspection and prepare final certification documents.

II. Inspection Services During Construction

- A. CGA's assistance with the interpretation of the design plans and review of shop drawings shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures.
- B. CGA shall make daily inspections for compliance with plans and specifications including landscaping. CGA shall make interim inspections for substantial completion, review, approve and process pay requests and perform a final inspection to determine, in general, if the work has been completed in conformance with the intent of the contract documents

BASIS OF PROPOSAL

- The proposal is based on an average of 8 hours per week for a period of 12 weeks of on site inspection services.
- Calvin, Giordano & Associates, Inc. is performing the engineering 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. 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.
- 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.
- 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.
- 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. 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.

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:

- 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.
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- 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).
- 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.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).
- Updated Boundary survey, site evaluation or closing assistance work, unless specified above.
- Permit application or negotiation with permitting authorities other than those specifically listed herein.
- Calculations of off-site flood stages.
- Preparation of construction contract documents, other than drawings and technical specifications (e.g., bid schedule, project manual);

- Review and approval of Contractor pay requests.
- Construction quality control inspections.
- Review of shop drawings for contractor or Client selected alternatives, materials, products, etc.
- Re-review of rejected shop drawings.
- Special shop drawing annotation and modification to expedite shop drawing approval process.

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 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:

PROPOSED SCHEDULE OF FEES	
I. Professional Engineering Services	\$22,720.00
TOTAL	\$22,720.00

TERMS OF THE AGREEMENT

- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- Calvin, Giordano & Associates, Inc. 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.

MISCELLANEOUS PROVISIONS

- Unless otherwise provided, this Agreement shall be governed by the law of the place where the project is located.
- 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.

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 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.

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.



John P. Downes, P.E.
Executive Vice President

JP\srh

Attachment

Cost of these services are \$ 22,720.00

ACCEPTANCE OF CONTRACT

Calvin, Giordano & Associates, Inc.

By: 

Date: 7/1/08

Name: John P. Downes, P.E.
Title: Executive Vice President

TOWN OF LAKE PARK

By: _____

Date: _____

Name: Maria Davis
Title: Town Manager

TAB 2

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

Meeting Date: July 16, 2008

Agenda Item No. *Tab 2*

- | | |
|--|---|
| <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 checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Request CRA Board Confirmation of the Award of the 10th Street Pavement Marking and Striping Project to Best Striping, Inc. in the amount of \$16,785.00.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. Pittman* Date: *6/24/08*

Richard Pittman, CRA Project Manager
Name/Title

June 25, 2008
Date of Submittal

Originating Department: Executive Director	Costs: \$ 16,785.00 Funding Source: CRA Asphalt Resurfacing Acct. #110-55-552-520- 63101	Attachments: Bid Tabulation, 3 Quotes, Letter from Best Striping.
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"/> PublicWorks _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: N.A. 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: N.A.

		Please initial one.
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Summary Explanation/Background: The CRA Board Members were advised of this 10th Street Pavement Marking and Striping award via e-mail on June 24, 2008. Being no objection, Best Striping, Inc. has received a Town purchase order and will soon commence work.

On May 7, 2008, the Community Redevelopment Agency Board approved the expenditure of funds to accomplish the resurfacing of 10th Street and the attendant striping. At that time the Board was advised that the pavement marking contract would be awarded to “the least expensive of three County Contracts currently under review in an amount not to exceed \$29,944.”

Plans for the 10th Street Pavement Marking and Striping were prepared by Calvin, Giordano and Associates. The plans were used to request quotes from four potential bidders who are associated with county contracts. Three (3) bidders responded. The low bidder, Best Striping, Inc. submitted a bid in the amount of \$16,785.00 (see attached bid tabulation).

The owner of Best Striping, Inc., Mr. Wayne Theisen, was contacted with regard to the bid being considerably lower than the other bids received. Mr. Theisen admitted that he made a mistake on his bid, but stated that his firm will do the work at the price bid. Mr. Theisen has provided a letter to the Town affirming that his firm will do the work at the price bid (see attached letter).

Best Striping, Inc. is no longer the recipient of a Palm Beach County Annual Contract. Best Striping, Inc. had the Palm Beach County Annual Pavement Marking Contract, Project No. 2005058 (secondary) but their contract was not renewed. The recipient of the current Palm Beach County Annual Contract, Project No. 2007060, Ameriseal Northeast Florida, Inc. did not quote this project.

The award of the bid to Best Striping, Inc. complies with the Town of Lake Park Purchasing Procedures in that four potential bidders were mailed the bid documents, three responded, and it is unlikely that a lower responsible bidder is available.

ATTACHMENT I

<p align="center">BID TABULATION 10TH STREET PAVEMENT MARKING AND STRIPING RFQ # 0802</p>			
DESCRIPTION	BEST STRIPING, INC.	TRANSMARK, INC.	GENE'S STRIPING
<p>Provide labor, equipment and materials to install thermo plastic paving marking and striping and reflective pavement markers, renew yellow painted curb and bull nose, per plan "10th Street Striping Plan Town of Lake Park, Florida, Project No.08-1817, Sheets C1,C2,C3,C4, prepared by Calvin, Giordano & Associates dated May 20, 2008, including mobilization, maintenance of traffic, removal of existing traffic tape, contractor registration with the Town and Town permit. Work may be performed on a weekend. Any deviation from the work shown on the plans shall be adjusted per Palm Beach County Annual Pavement Marking Contract, Project No. 2005058; Palm Beach County Annual Pavement Marking Contract, Project No. 2007060; or Martin County Bid #AR2007-2085, as may apply.</p>			
LUMP SUM:	\$16,785.00	\$26,975.10	\$30,870.10

The Town of Lake Park

May 21, 2008



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

Best Striping, Inc.
1450-A Skees Road
West Palm Beach, Fl. 33411

REQUEST FOR QUOTE RFQ # 0802

PROJECT: 10TH STREET PAVEMENT MARKING AND STRIPING

QUOTE DUE DATE: JUNE 16, 2008

CONTACT PERSON WITH TOWN: Richard Pittman, tel. 561-881-3347

PLEASE QUOTE THE FOLLOWING:

Provide labor, equipment and materials to install thermo plastic paving markings and striping and reflective pavement markers, renew yellow painted curb and bull nose, per plan "10th Street Striping Plan Town of Lake Park, Florida, Project No.08-1817, Sheets C1,C2,C3,C4, prepared by Calvin, Giordano & Associates dated May 20, 2008, including mobilization, maintenance of traffic, removal of existing traffic tape, contractor registration with the Town and Town permit. Work may be performed on a weekend. Any deviation from the work shown on the plans shall be adjusted per Palm Beach County Annual Pavement Marking Contract, Project No. 2005058; Palm Beach County Annual Pavement Marking Contract, Project No. 2007060; or Martin County Bid #AR2007-2085, as may apply. Asphalt was placed May 19, 2008.

LUMP SUM:

~~\$ 7,855.00~~ ^{with #} \$ 16,785.00

SIXTEEN THOUSAND SEVEN HUNDRED EIGHTY FIVE DOLLARS NO CENTS.

Submitted by:

M. WAYNE THEISEN, PRESIDENT

Name of firm:

BEST STRIPING, INC.

Tel.#

(561) 640-7280

Date:

6/12/08

BIDS 6/16/08

Please submit to Town of Lake Park Public Works Department
Attn: Richard Pittman
650 Old Dixie Highway
Lake Park, Fl. 33403

The Town of Lake Park

May 21, 2008

TRANSMARK INC
41 S.E. 9th STREET
Deerfield Beach, Florida 33441



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

REQUEST FOR QUOTE RFQ # 0802

PROJECT: 10TH STREET PAVEMENT MARKING AND STRIPING

QUOTE DUE DATE: JUNE 16, 2008

CONTACT PERSON WITH TOWN: Richard Pittman, tel. 561-881-3347

PLEASE QUOTE THE FOLLOWING:

Provide labor, equipment and materials to install thermo plastic paving markings and striping and reflective pavement markers, renew yellow painted curb and bull nose, per plan "10th Street Striping Plan Town of Lake Park, Florida, Project No.08-1817, Sheets C1,C2,C3,C4, prepared by Calvin, Giordano & Associates dated May 20, 2008, including mobilization, maintenance of traffic, removal of existing traffic tape, contractor registration with the Town and Town permit. Work may be performed on a weekend. Any deviation from the work shown on the plans shall be adjusted per Palm Beach County Annual Pavement Marking Contract, Project No. 2005058; Palm Beach County Annual Pavement Marking Contract, Project No. 2007060; or Martin County Bid #AR2007-2085, as may apply. Asphalt was placed May 19, 2008.

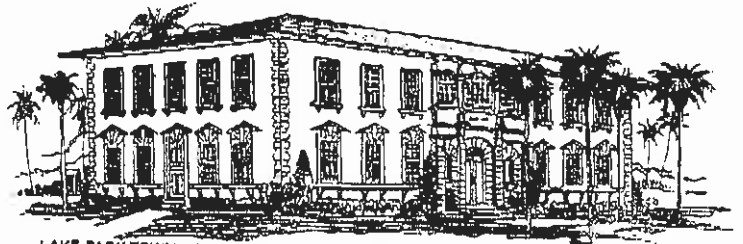
LUMP SUM: \$ 26,975.¹⁰
Submitted by: JIM OGDEN V.P.
Name of firm: TRANSMARK INC
Tel.# 954-427-9170 Date: 6/11/08

Please submit to Town of Lake Park Public Works Department
Attn: Richard Pittman
650 Old Dixie Highway
Lake Park, Fl. 33403

The Town of Lake Park

May 21, 2008

Gene's Striping
3326 Orange Avenue
Fort Pierce, Fl. 34947



LAKE PARK TOWN HALL

NATIONAL HISTORIC SITE

"Jewel" of the Palm Beaches

REQUEST FOR QUOTE RFQ # 0802

PROJECT: 10TH STREET PAVEMENT MARKING AND STRIPING

QUOTE DUE DATE: JUNE 16, 2008

CONTACT PERSON WITH TOWN: Richard Pittman, tel. 561-881-3347

PLEASE QUOTE THE FOLLOWING:

Provide labor, equipment and materials to install thermo plastic paving markings and striping and reflective pavement markers, renew yellow painted curb and bull nose, per plan "10th Street Striping Plan Town of Lake Park, Florida, Project No.08-1817, Sheets C1,C2,C3,C4, prepared by Calvin, Giordano & Associates dated May 20, 2008, including mobilization, maintenance of traffic, removal of existing traffic tape, contractor registration with the Town and Town permit. Work may be performed on a weekend. Any deviation from the work shown on the plans shall be adjusted per Palm Beach County Annual Pavement Marking Contract, Project No. 2005058; Palm Beach County Annual Pavement Marking Contract, Project No. 2007060; or Martin County Bid #AR2007-2085, as may apply. Asphalt was placed May 19, 2008.

LUMP SUM: \$ 30,870.10

Submitted by: LARRY GREER

Name of firm: GENE'S STRIPING

Tel.# 772-4649737 **Date:** 6-13-08

Please submit to Town of Lake Park Public Works Department
Attn: Richard Pittman
650 Old Dixie Highway
Lake Park, Fl. 33403

BEST STRIPING, INC.

Post Office Box 528 Loxahatchee, Florida 33470
(561) 640 - 7280 FAX (561) 640 - 3612

Florida's Oldest Thermoplastic Contractor

June 18, 2008

Town of Lake Park
650 Old Dixie Hwy.
Lake Park, FL 33403

Fax & Mail

Att: Richard Pittman, CRA Project Mgr.

Re: 10th Street Pavement Marking and Striping

Dear Mr. Pittman;

This is in response to your request concerning our company's ability to perform the above work at the price quoted. Upon review, some errors were discovered with our quantity take-off; but, not the magnitude suggested by the price differential between the other bidders. We will do the work at the price bid.

We have completed over 5,000 signing and pavement marking projects in Florida and the Caribbean in the past 28 years and have never defaulted on a job or a bid. This includes mostly roadway jobs, the largest being \$750,000.00 for the Summit of the Americas paving project in Miami-Dade county in 1995. We have had contracts and worked for nearly every governmental agency, municipality and county from Key West to Vero Beach.

Most of our work is on local roadways in southeast Florida. We also stripe airports, parking lots, running tracks and other specialty types of markings. We have all the necessary personnel and equipment to install traffic paint, glass beads, thermoplastic, reflective pavement markers, several different types of marking tapes and traffic signs up to 12 square feet.

I am the sole stockholder of Best Striping, Inc., a Florida corporation formed in March, 1981, the CEO & COO, have been employed in management of highway construction since 1957 and pavement markings since 1977.

Should you need any further information, please let me know.

Very Truly Yours,



M. Wayne Theisen
President



- Thermoplastic • Painting • Reflective Markers • Traffic Signs •
- Roadways • Airports • Parking Lots • Running Tracks •

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/20/2008

PRODUCER (954)943-5050 FAX: (954)942-6310
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Best Striping Inc
Best Striping Supply Corp
1450 A Skees
West Palm Beach FL 33411

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Ins Co (ce)	
INSURER B: Redland Insurance Co (di)	
INSURER C: Bridgefield Casualty Ins	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	FMGA000114	3/7/2008	3/7/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ EXCLUDED
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	RICFL0001694	3/7/2008	3/7/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	019604811	3/27/2008	3/27/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E L EACH ACCIDENT \$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E L DISEASE - EA EMPLOYEE \$ 100,000
						E L DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
PROJECT# B.S.I. JOB# J2555. NAME: 10th ST PAVEMENT MARKINGS & STRIPING. CERTIFICATE HOLDER IS ADDITIONAL INSURED AS PER FORM CVX-GL-5071 (06/05) ADDITIONAL INSURED- OWNERS, LESSEES OR CONTRACTORS FOR ON GOING OPERATIONS.

CERTIFICATE HOLDER

(561) 881-3349
TOWN OF LAKE PARK
650 OLD DIXIE HIGHWAY
LAKE PARK, FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
F Furman, Jr/SUSAN



TAB 3

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

Meeting Date: July 16, 2008

Agenda Item No. *Tab 3*

- | | |
|--|---|
| <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 checked="" type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Tree Trimming Services

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *[Signature]* Date: *6/30/08*

Name/Title _____ Date of Actual Submittal _____

Originating Department: Executive Director	Costs: \$25,000 Funding Source: Unrestricted Fund Balance Acct. #	Attachments: 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: Many of the trees in the swales are in dire need of trimming and selective pruning. Staff is proposing that a contract be awarded to All Florida

Tree and Landscape, Inc. for tree trimming in various areas of the CRA utilizing Palm Beach County Tree Trimming Term Contract # 07093 in an amount not to exceed \$25,000.



June 12, 2008

Sent via facsimile 561 881-3349

Mr. Abu Canady
Public Works Director
Town of Lake Park

RE: Palm Beach County Tree Trimming Term Contract 07093

Dear Mr. Canady:

Please be advised that on behalf of All Florida Tree & Landscape, Inc., and the owner, Alan McPherson, it is hereby agreed to piggyback the above referenced contract with the Town of Lake Park. The current contract with Palm Beach County reflects an hourly charge of \$84.00 per crew with an ISA Certified Arborist.

Kindly contact me if you have any questions or require additional information.

Very truly yours,

Mary Anne Wolfson
ISA Certified Arborist
FL#5709

5855 N.W. 47TH PLACE, CORAL SPRINGS, FL 33067

International Society of Arboriculture Certified Arborist

Alan McPherson

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Shiera, Executive Director
International Society of Arboriculture



FL-1332A Jun 12, 2004 Jun 30, 2010
Certification Number Certified Since Expiration Date

International Society of Arboriculture Certified Arborist

Mary Anne Wolfson

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Jim Schiera, Executive Director
International Society of Arboriculture



FL-5709A JUL 28, 2007 Dec 31, 2010
Certification Number Certified Since Expiration Date



November 6, 2007

All Florida Tree & Landscape, Inc.
Attn: Alan McPherson
625 N. Flagler Drive #507
West Palm Beach, FL 33401

Purchasing Department
50 South Military Trail Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX (561) 616-6811
www.pbcgov.com/pur

Dear Vendor:

RE: TERM CONTRACT #: 07093

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Tree Trimming and Pruning Services based on:

BID/REQUEST FOR QUOTATION (RFQ) #: 07-093/MB

OTHER: Lot #2

The term of this contract is 11/17/2007 through 11/16/2008. The estimated dollar value for all awarded vendors is \$410,724.00

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Marva Brown at (561) 616-6815.

Sincerely,

Kathleen M. Scarlett
Director

- c: Joan McGee, Cooperative Extension Service
- Garth Josephs, FD&O
- Bonnie Stein, Fire Rescue
- Reid Raymond, Parks & Recreation
- Vernetha Green, WUD
- File

Palm Beach County
Board of County
Commissioners

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjan

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

**SPECIFICATIONS
BID #07-093/MB**

**TREE TRIMMING AND PRUNING SERVICES,
TERM CONTRACT**

PURPOSE AND INTENT:

The sole purpose and intent of this Invitation for Bid is to secure a term contract for Tree Trimming and Pruning Services on an "as needed" basis for various Palm Beach County locations. The geographic area of coverage is all of Palm Beach County.

GENERAL:

Tree trimming and pruning services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, successful bidder shall perform services in accordance with the American National Standards Institute (ANSI300.2001) and Palm Beach County Landscape Code 500.35, Number Four (4). Any fees or fines resulting from violations due to the performance of the successful bidder will be the sole responsibility of the successful bidder.

Successful bidder shall provide all supervision, labor, tools, equipment and trucks to complete all services.

Successful bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

The successful bidder shall be responsible for contacting the appropriate utility for location of any buried or serial utilities in the work area which could be damaged by successful bidder's operation.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and/or County and coordinated with the appropriate departments. Traffic control is the responsibility of the successful bidder and shall be accomplished in conformance with State, County and Local highway construction codes.

CLEANUP:

Successful bidder shall leave the areas in a condition equal to that which existed prior to the commencement of all forestry operations.

It shall be the responsibility of the successful bidder to remove and dispose of, in a proper and acceptable manner to Palm Beach County, all logs, brush, and other debris resulting from the tree maintenance operations.

SERVICE UNIT:

This service is to be bid on an hourly basis only. Minimally, every service will require the use of personnel and equipment as specified below.

The successful bidder shall provide an hourly rate for all expenses incurred with regard to labor and equipment including but not limited to aerial equipment, trucks, chipping equipment, power and all hand tools as specified below:

- I. Crew/Personnel - Crew/personnel shall minimally include but not be limited to the following
 - A. One (1) Foreman (working) who shall provide supervision of the work force and shall have the responsibility for all work performed by the successful bidder.
 - B. Two (2) Climbers/Trimmers who have skills necessary for working in trees from a bucket truck, an aerial lift/lower or by the use of ropes, saddles and other hand climbing equipment.

All personnel must be proficient in operating all other mechanical equipment applicable to providing this service.

The climber/trimmers shall also have the ability to alternate as grounds person including skills in ground operations such as loading trucks, cutting limbs on the ground, operating a chipper, etc.

CREW/PERSONNEL:

Successful bidder shall be responsible for the appearance of all working crew/personnel assigned to the project (clean and appropriately dressed at all times).

Successful bidder shall have an on-site representative who speaks English.

Successful bidder shall notify County representative of any damage done by successful bidder or successful bidder's equipment that occur during the service. Repairs by successful bidder shall be made within 48 hours at no additional cost to Palm Beach County.

Personnel must be able to supply proper identification at all times.

Equipment: All equipment provided by the successful bidder for work hereunder, shall meet all O.S.H.A. ANSI, NFTA and all other Federal and State requirements. Failure by the successful bidder to provide adequate equipment may result in cancellation of this contract as herein provided.

NOTE: Any person employed by the successful bidder whom the County may deem incompetent or unfit to perform the work, shall under written instruction of the County be removed from the job, and such person shall not again be employed on the work site.

II EQUIPMENT:

Equipment shall include but not be limited to the following:

- A. Chipper and truck (minimum chipping capacity 12" diameter)
- B. Vehicle-mounted Aerial Lift (minimum working height 55 feet)
- C. All hand tools (i.e., saws, rakes, shovels, ropes, buckets, etc.).

SCHEDULE OF WORK:

All work shall be scheduled during the County's normal business hours, Monday through Friday, 8.30 a.m. to 5.00 p.m. with Saturdays requiring approval from the County's representative at no additional cost to the County. Hourly rate shall start upon commencement of work at the designated job site and terminate upon departure from job site. No additional compensation for travel, mobilization, demobilization, fuel, or other incidental expenses will be paid by Palm Beach County.

Successful bidder shall, upon notification by Palm Beach County's Department Representative, visually inspect site(s) where services have been requested

Successful bidder shall, upon inspection of site(s), submit in writing, to the County Department Representative, an itemized breakdown of the total price of services

Successful bidder shall submit documentation to the County Department Representative with a schedule of date and time of service before work is to be started

UNENCUMBERED/ENCUMBERED TREES:

Trees will be **classified as being encumbered** when located near any overhead and/or underground utilities, located within or near protected plant species, manmade structures or located in a remote area not accessible by wheeled machinery. The successful bidder shall be responsible for contacting the appropriate utilities for location of any buried or aerial utilities in the work area which could be damaged by successful bidder's operation.

Trees that are located at such distance (across the street, etc.) from an encumbrance so that by topping the tree it will safely clear the encumbrance, will be **classified as being unencumbered** (as determined by the County Department Representative).

ATTACHMENT "A"

Palm Beach County Landscape Code 500.35 Number Four

4. Tree Pruning: Pruning of trees shall be permitted to allow for healthy uniform growth and to promote structural, aesthetic and safety considerations. All permitted pruning shall be conducted in accordance with the following standards:
 - a. Severely cutting back lateral branches and canopy or hatracking is prohibited.
 - b. No more than thirty percent (30%) of a tree's canopy shall be removed during any one (1) year period unless the pruning is conducted pursuant to National Arborist Association guidelines and is necessary to remove limbs or foliage which present a hazard to power lines or structures, or is necessary to remove dead or diseased limbs.
 - c. Pruning shall be performed in accordance with the latest standards of the National Arborist Association. These standards shall be available at the Department.

**BID RESPONSE
 BID #07-093/MB**

**TREE TRIMMING AND PRUNING SERVICES,
 TERM CONTRACT**

LOT #1 - TREE TRIMMING & PRUNING SERVICES
 (without ISA Certified Arborist)

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	=	<u>TOTAL FACTORED RATE</u>
1.	<u>UNENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>73.00</u>	X .85	=	\$ <u>62.05</u>
2.	<u>ENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>84.00</u>	X .10	=	\$ <u>8.40</u>
3.	<u>FLAGMAN</u> : Flagman for traffic control to be used at the County's discretion and approval	\$ <u>18.00</u>	X .05	=	\$ <u>.90</u>

TOTAL FACTORED RATE LOT #1: \$ 71.35

LOT #2 - TREE TRIMMING & PRUNING SERVICES
 (with ISA Certified Arborist, in accordance with
 Term & Condition #8.B)

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	=	<u>TOTAL FACTORED RATE</u>
1.	<u>UNENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>84.00</u>	X .60	=	\$ <u>50.40</u>
2.	<u>ENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>84.00</u>	X .35	=	\$ <u>29.40</u>

Continued ...

FIRM NAME: All Florida Trees & Landscape, Inc.

BID RESPONSE
 BID #07-093/MB

TREE TRIMMING AND PRUNING SERVICES,
 TERM CONTRACT

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
 (with ISA Certified Arborist)

	HOURLY RATE	WEIGHT FACTOR	TOTAL FACTORED RATE
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>18.00</u>	X .05 =	\$ <u>.90</u>

TOTAL FACTORED RATE LOT #2: \$ 80.70

Is Qualification of Bidders information included, per Term and Condition #8? YES USM < INITIAL

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
 (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity) <u>All Florida Trees Landscape, Inc.</u>		DATE: <u>4/24/07</u>
* SIGNATURE <u>Alan McPherson</u>		PRINT NAME: <u>Alan McPherson</u> PRINT TITLE: <u>President/Owner</u>
ADDRESS: <u>1025 n. Flagler Drive #507</u>		
CITY/STATE: <u>West Palm Beach FL</u>		ZIP CODE: <u>33401</u>
TELEPHONE # <u>(561) 659-9717</u>	E-MAIL: <u>walsonmaebel@south.net</u>	
TOLL FREE # <u>(888) 834.8733</u>	FAX #: <u>(954) 755-5324 / 561 832 95</u>	
APPLICABLE LICENSE(S) NUMBER # _____	TYPE: <u>See attached Addendums</u>	
FEDERAL ID # <u>05-0564287</u>		

TAB 4

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

Meeting Date: July 16, 2008

Agenda Item No. *Tab 4*

- | | |
|---|---|
| <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: **Holiday Decorations Contract Award Clark Sales Display, Inc Utilizing City of St Petersburg Contract #037-37**

RECOMMENDED MOTION/ACTION: **Approve**

Approved by Executive Director *W. J. Davis* Date: *6/30/08*

Abu Canady, Public Works Director

Date of Actual Submittal

Originating Department: Public Works	Costs: \$ 5,785.00 Funding Source: FY 09 Acct. # 520-34000	Attachments: Clark Sales Display proposal and St Petersburg Contract Award Letter.
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: NA 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: The attached is a proposal from Clark Sales Display Inc, for the installation, removal and storage of winter holiday decorations for 2008, 2009 and 2010. The decorations will be installed along Park Avenue, from 7th Street to 10th Street and on 10th Street from Northern Dr. to Park Ave. Clark Sales Display recently competitively bid and was awarded a holiday decorations contract with the City of St Petersburg, Florida. Staff wishes to piggy-back that contract award, and recommends approval of the Clark Sales Display proposal for holiday decorations installation, removal and storage for the years 2008, 2009 and 2010.



city of st. petersburg

Post Office Box 2842
St. Petersburg, Florida 33731-2842
Channel 35 WSPF-TV
Telephone: 727 893-7171

June 19, 2008

VIA E-MAIL

Lee Clark
Clark Sales Display, Inc.
PO Box 1007
Tavares, FL 32778

Re: 037-37 Three-Year Contract for Lighting: Holiday Display
RFP No. 6711 dated April 3, 2008

Dear Mr. Clark:

The City of St. Petersburg has completed its evaluation of proposals for a Three-Year Contract for Lighting: Holiday Display services. A recommendation for award to Clark Sales Display, Inc. has been made and approved, pending execution of the Agreement. Your proposal submission stated that Clark Sales Display, Inc. did not have any exceptions to the terms and conditions of the RFP. Therefore the final Agreement document will be developed from the terms, conditions and scope of services in the RFP and forwarded to you in the next 10 days. It is our goal to have the new contract fully executed and in place prior to the expiration of our current agreement on July 31, 2008.

In preparation for this award please submit a Certificate of Insurances executed on a standard ACORD form, naming the City of St. Petersburg as an additional insured, within the City's requirements on or before July 31, 2008. Worker's Compensation must be included. Additionally, please begin any non-binding preparation for the other contractual requirements prior to the expected start of service on August 1, 2008.

If you have any questions, please contact Lawanda Bodden, Procurement Analyst at 727-893-7225 or email at Lawanda.bodden@stpete.org.

Sincerely,

Louis Moore, CPPO
Director, Purchasing and
Materials Management

LM:ls

CLARK SALES DISPLAY, INC.

POST OFFICE BOX 1007
TAVARES, FLORIDA 32778
1-800-962-7937 / 352-343-5899 / FAX: 352-343-0194
WWW.CLARKSCHRISTMAS.COM

PROPOSAL

SALES ~ LEASE ~ INSTALLATION



MARIA DAVIS
LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403
Phone: 561-881-3314

JOB NAME / LOCATION
MARIA DAVIS
LAKE PARK, TOWN OF
535 PARK AVE
LAKE PARK, FL 33403

Questions? call Lee C-Clark

Quote Expires on: 5/1/2008

Date 4/21/2008

Quote Number: 080032 LAKE PARK

Qty	REF.	Description	Price	Extend
1	3 YEAR	THE LEASE, INSTALLATION, REMOVAL, AND STORAGE OF THE FOLLOWING HOLIDAY DECORATIONS: THREE YEAR LEASE 2008, 2009, AND 2010.	\$0.00	\$0.00
21	POLE MOUNT	21 DECORATIVE LIGHT POLES ON PARK FROM 7TH TO 10TH SMALL LAMP POLES TO BE DECORATED WITH A COMBINATION OF 4.5' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE STOCKINGS, WREATHS, CANDLES, AND A VARIETY OF TREES.	\$150.00	\$3,150.00
17	POLE MOUNT	****LARGE POLES ON 10TH STREET**** LIGHT POLES TO BE DECORATED WITH A COMBINATION OF 7' TO 8' HOLIDAY DISPLAYS, WHICH CAN INCLUDE, STOCKINGS, SOLDIERS, 4'-5' WREATHS, CANDLES, AND A VARIETY OF TREES.	\$155.00	\$2,635.00
1	INFO	DECORATIONS WILL BE INSTALLED IN NOVEMBER, AND REMOVED TO OUR STORAGE FACILITY IN JANUARY. WE DON'T DO MID SEASON SERVICE UNLESS DANGEROUS CONDITIONS APPLY AND THEY WILL BE CORRECTED AS SOON AS POSSIBLE. WE ARE IN THE DISPLAY BUSINESS ONLY, AND DO NOT DO ANY ELECTRICAL WORK OTHER THAN PLUGGING INTO EXISTING OUTLETS.	\$0.00	\$0.00
1	PAYMENT	PAYMENT TO BE MADE AS FOLLOWS: ALL LEASE CONTRACTS ARE BILLED IN OCTOBER OR NOVEMBER OF EACH YEAR; NET 30 DAYS	\$0.00	\$0.00
			TAX	
			TOTAL ANNUAL LEASE	\$5,785.00

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ALL MATERIALS IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATION INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

Signature: _____

Signature: _____

Name: _____ Title: _____

Date of Acceptance: _____



city of st. petersburg

Post Office Box 2842
St. Petersburg, Florida 33731-2842
Channel 35 WSPF-TV
Telephone: 727 893-7171

City of St. Petersburg
Proposal Addendum
Purchasing & Materials Management

Addendum No.: 1
Date: April 17, 2008
Procurement Analyst: Lawanda Bodden, Procurement Analyst
Proposal No.: 6711 dated April 3, 2008
Commodity: 037-34 Three-Year Contract for Lighting: Holiday Display

Offerors must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended, by one of the following methods: a) by completing the enclosed acknowledgment form and returning it with the proposal; b) by acknowledging receipt of this addendum on each copy of the proposal submitted; c) by separate letter which includes a reference to the solicitation and addendum number; or d) faxing completed acknowledgment form to 727-892-5325. Failure of your acknowledgment to be received at the place designated for the receipt of proposals prior to the hour and date specified may result in rejection of your proposal.

Description of addendum:

Change to:

SCOPE OF SERVICES (page A-1)

2. Background

The City presents the Citizens of St. Petersburg and their guests with tradition, color and excitement by decorating the community with Holiday displays once a year. The beautiful holiday decorations are a source of pride to the citizens and children of all ages who look forward to viewing this tradition located at the North and South Straub Parks and along Central Avenue from Bayshore Drive to 16th Street.

In accordance with the City's Environmentally Preferable Purchasing Policy, energy efficient Light Emitting Diode (LED) lighting is preferred for the annual lighting ceremony of the 42ft tree display in downtown St. Petersburg. The City spent approximately \$73,000 during the past year for holiday display lighting.

Replace:

APPENDICES, APPENDIX A. - COST SUMMARY (4 pages)

Please replace the original Appendix A, Cost Summary pages with the attached revised Appendix A, Cost Summary per Addendum No. 1.

Replace:

APPENDICES, APPENDIX C. - SPECIFICATIONS (2 pages)

Please replace the original Appendix C, Specification pages with the attached revised Appendix C, Specification pages per Addendum No. 1.

Words that are underlined represent additions and words that are ~~struck through~~ represent deletions. Except as provided herein, all terms and conditions will remain the same.



Louis Moore, CPPO
Director, Purchasing and
Materials Management

LM:dc

Attachment




City of St. Petersburg
Proposal Notification
Purchasing & Materials Management

Notice to Offerors: Log on to www.stpete.org/purchase/purchase.htm and select the link to Vendor Registration to register as a supplier.

SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

Proposal Number:	6711
Proposal Description:	037-34 Three-Year Contract for Lighting: Holiday Display
Procurement Analyst:	Lawanda Bodden
E-mail:	lawanda.bodden@stpete.org
Telephone Number:	727-893-7225
Pre-Proposal Meeting Location:	Municipal Services Center, Conference Room 500 One 4 th Street North St. Petersburg, Florida 33701
Pre-Proposal Conference:	10:00 a.m. ET, Thursday, April 10, 2008
Proposal Opening:	3:00 p.m. ET, Thursday, May 1, 2008

To view or download this RFP and any addenda go to:
www.stpete.org/purchase/solbidn.htm and click on the proposal number referenced above on this document or the corresponding addendum.



Proposal Number: 6711
Proposal Opening Date: Thursday, May 1, 2008
Offeror : _____

Return Proposal to:

**LOUIS MOORE, CPPO, DIRECTOR
PURCHASING & MATERIALS MANAGEMENT
MUNICIPAL SERVICES CENTER
ONE 4th STREET NORTH, 5TH FLOOR
ST. PETERSBURG, FL 33701**

NOTE: Always use the label to the left on all packages when returning proposal responses.

Scope of Services

1. Intent

The City of St. Petersburg ("City") is soliciting proposals from qualified firms for a Three-Year Contract for Lighting: Holiday Display.

2. Background

The City presents the Citizens of St. Petersburg and their guests with tradition, color and excitement by decorating the community with Holiday displays once a year. The beautiful holiday decorations are a source of pride to the citizens and children of all ages who look forward to viewing this tradition located at the North and South Straub Parks and along Central Avenue.

The City spent approximately \$73,000 during the past year for Lighting: Holiday Display.

3. Scope of Work

Contractor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary for Lighting: Holiday Display.

Services shall include, but not limited to, installation of specified and approved holiday decorations at locations delineated in this request for proposal prior to the display period. Maintain the specified and approved holiday decorations during the display period and prior to installation on any successive year. Remove the specified and approved holiday decorations after the display period and store the specified and approved holiday decorations after the display period until such time they are to be displayed again.

4. Agreement Period

This Agreement will be effective from the date of award through July 31, 2011 with one one-year renewal option by mutual agreement.

5. Agreement

The Term Agreement as used throughout this RFP shall mean the Agreement entered into between the City and the successful Contractor for Lighting: Holiday Display.

6. Minimum Qualifications

At a minimum, Contractor must meet the following qualifications:

- a. Have been in the business of providing Lighting: Holiday Display as described herein for a minimum of three years experience in large outdoor type displays.
- b. Provide evidence of financial stability and viability to fulfill the commitments of this Agreement.
- c. Maintain the minimum insurance requirements set forth in this Agreement.

- d. Own or have immediate access to the equipment required to provide services.
- e. Be able to provide services without the use of subcontractors.
- f. Contractor assigned to the Agreement will be required to maintain current licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City.
- g. The contractor's equipment supplier must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work.

7. **Minimum Requirements**

At a minimum, Contractor shall provide and meet the following requirements:

- a. Decorations shall be completely installed and fully lit and functional by the Wednesday preceding Thanksgiving of each year.
- b. The offeror shall completely re-lamp each display each year to ensure 100% illumination.
- c. The offeror shall wire brush, re-tape and re-paint displays every year to cover any abrasions during installation, display and storage.
- d. The offeror shall fully test and maintain the displays during the entire time the displays are in operation and must be available to correct or repair any non-functional displays or equipment the next day after notification.
- e. The offeror shall guarantee that the supplied equipment shall perform as specified.
- f. The offeror shall completely remove the entire display by January 10th of each year.

8. **Servicing Schedule**

Installation and removal of the display shall be coordinated, in advance, through the Program Coordinator.

9. **Add or Delete Locations**

The City reserves the right to delete certain displays from the contract as necessary. The City may add items to the display if mutually agreed upon with the offeror.

10. **City's Responsibilities**

Each department shall establish one or two program coordinator(s) to be the authorized departmental representative.

The Program Coordinator shall have the display areas prepared for installation and provide access to the site(s).

11. Account Management

Contractor shall provide a single point of contact, dedicated account manager, based within the State of Florida who will be readily available during normal business hours to administer the Agreement. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting and issue resolution.

12. Background Check

The City of St. Petersburg requires background checks on all Contractors' employees, who perform services at all City facilities. Contractor shall provide the name, sex, race, date of birth, driver's license number and issuing state, and social security number for each individual who will perform services at City facilities. The City requires up to 14 days to process background checks. In addition to other considerations, persons with one or more of the following criteria will fail the City's background check and will not be allowed to access to City locations:

- a. Be listed on the FBI's list of suspected terrorists.
- b. Have an outstanding arrest warrant against them.
- c. Been convicted of, or have pending charges for, a 1st or 2nd Degree Felony.
- d. Been convicted of, or have pending charges for, drugs or lewd and lascivious behavior.

13. Price Escalation

Any escalation in base labor prices, after the initial Agreement term, will be made annually prior to any extension of this Agreement term. Increases in prices shall not exceed the U. S. Bureau of Labor Statistics Employment Cost Index ("ECI") increase for the most recent 12 month period (see <http://www.bls.gov/>, ECI; Table 5 Compensation Not Seasonally Adjusted; Service Occupations).

Any escalation in base material prices, after the initial Agreement term, will be made annually prior to any extension of this Agreement term. Increases in prices shall not exceed the U. S. Bureau of Labor Statistics Producer Price Index ("PPI") increase for the most recent six month period (see <http://www.bls.gov/>, PPI, Create Customized Table multiple screens, Compensation for Service Occupations).

TAB 5

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

Meeting Date: July 16, 2008

Agenda Item No. *Tab 5*

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

SUBJECT: Award of Communications Contract to Adkins and Associates, Inc. Utilizing the City of Homestead Professional Services Agreement.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director *W. P. Davis* Date: *7/1/08*

Name/Title

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Executive Director</p>	Costs: \$25,000 Funding Source: CRA Contractual Services Acct. # _____	Attachments: City of Homestead Contract and Supporting Documentation
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: In order to properly market the CRA in general, and the Downtown Business District in particular, it is essential to obtain the assistance of a professional communications firm.

Adkins and Associates, Inc. is a marketing firm with particular expertise in municipal government and with a proven record of success. The CRA is in need of a variety of consulting services consisting of public information, public relations, marketing and consulting services. This firm assisted the CRA with the marketing strategy for the Downtown Alleyway Project Referendum. As you are aware, the referendum passed overwhelmingly.

Staff is recommending that the Board approve a contract with Adkins and Associates, Inc. utilizing the competitively bid contract from the City of Homestead, FL, to begin the marketing process for the CRA. Funding in the amount of \$25,000 is included in this Fiscal Year's 2007/2008 budget.

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

Meeting Date: July 16, 2008

Agenda Item No.

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

SUBJECT: Award of Communications Contract to Adkins and Associates, Inc. Utilizing the City of Homestead Professional Services Agreement.

RECOMMENDED MOTION/ACTION: Approve

Approved by Executive Director _____ Date: _____

Name/Title

Date of Actual Submittal

Originating Department: Executive Director	Costs: \$25,000 Funding Source: CRA Contractual Services Acct. #	Attachments: City of Homestead Contract and Supporting Documentation
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>JTB</i> <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.

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A D K I N S + A S S O C I A T E S , I N C .



PREPARED EXCLUSIVELY FOR THE TOWN OF LAKE PARK

RESEARCH



Adkins & Associates



- Full-service advertising & strategic communications agency
- Specializing in corporate, political, and municipal communications
- 20 years of experience representing governmental, non-profit and corporate clients
- Municipal projects including internal and external communications, economic development, campaign referenda



“In today’s world, competition and image are part of the game for cities.

“It’s absolutely imperative for cities to take marketing and public relations seriously.”

—Jerry Kolo, Director
Florida Atlantic University
Center for Urban and Regional Planning



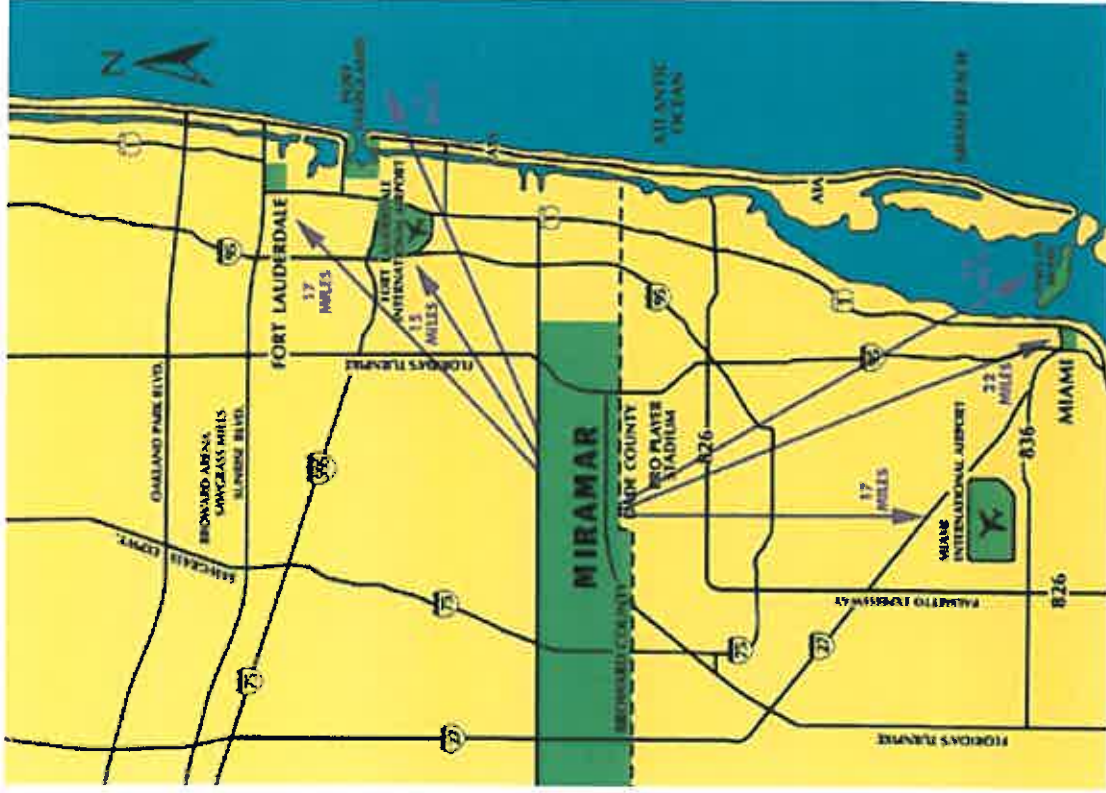
CITY EXPERIENCE

- Aventura
- Coral Gables
- Cutler Bay
- Dania Beach
- Doral
- Hialeah Gardens
- Hollywood
- Lauderdale by the Sea
- Lauderdale
- Miami
- Miami Springs
- Miramar
- Sunrise
- Palmetto Bay
- Pinecrest
- Sunrise
- South Miami
- Tamarac
- Weston



Economic Development Package





We're at the Center of EverythingSM



Miramar Newsletter



Annual Report



Business Report



Bricks & Mortar

CITY OF MIRAMAR'S ECONOMIC DEVELOPMENT NEWSLETTER 2003-04

Continued Growth & Development for Last Year



“Corporate capital investment in the City of Miramar accounted for over 20% of the total for Broward County.”

The Broward News & Opinion/Observer Report 2002



Bricks & Mortar

CITY OF MIRAMAR'S ECONOMIC DEVELOPMENT NEWSLETTER 2003

Analysis of the Program for the Year 2000



“622 major investments in the City created over 1000 business jobs more than one-quarter of total corporate job creation in Broward County for this period.”

The Broward News & Opinion/Observer Report 2002



Bricks & Mortar

CITY OF MIRAMAR'S ECONOMIC DEVELOPMENT NEWSLETTER 2003-04

A Trade Zone Washed in Miramar

“622 major investments in the City created over 1000 business jobs more than one-quarter of total corporate job creation in Broward County for this period.”

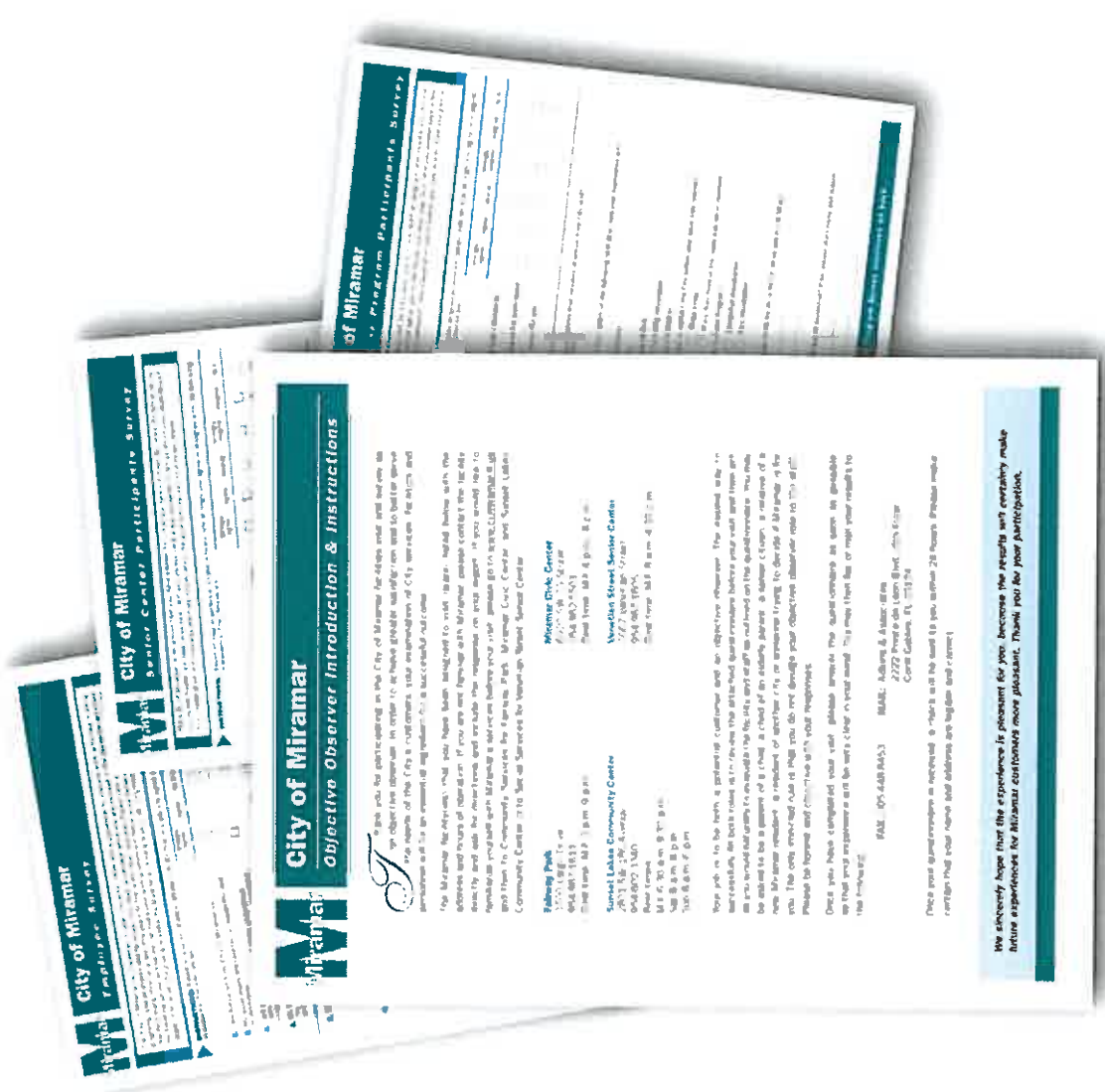
The Broward News & Opinion/Observer Report 2002



Information Package



Surveys



We sincerely hope that the experience is pleasant for you, because the results we're certainly make future experiences for Miramar customers more pleasant. Thank you for your participation.

City of Miramar Objective Observer Introduction & Instructions

If you are participating in the City of Miramar facilities and we are in contact with you, please provide information and contact information for the City of Miramar. The City of Miramar will use this information as a result of your participation in the survey.

The Miramar facilities that you have been assigned to visit include the address and hours of operation. If you are not familiar with Miramar, please contact the facility directly and ask for assistance and provide the telephone number you would like to be contacted. Please provide a return address for the survey. The City of Miramar will use this information to contact you if necessary. The City of Miramar will use this information to contact you if necessary.

- Following Park**
 10001 18th St
 Miramar, FL 33025
 Phone: 305-488-1613
 Fax: 305-488-1613
 Hours: 8:00 a.m. - 8:00 p.m.
- South Lakes Community Center**
 2011 N. 29th Ave.
 Miramar, FL 33025
 Phone: 305-488-1613
 Fax: 305-488-1613
 Hours: 8:00 a.m. - 8:00 p.m.
- Miramar Civic Center**
 2000 N. 29th Ave.
 Miramar, FL 33025
 Phone: 305-488-1613
 Fax: 305-488-1613
 Hours: 8:00 a.m. - 8:00 p.m.

Your job is to be both a positive customer and an objective observer. The assigned facility is to be visited on the date and time listed on the attached questionnaire. Before your visit, please print and fill out the questionnaire to provide the facility with the information you need. The questionnaire will be returned to the City of Miramar. The questionnaire will be returned to the City of Miramar. The questionnaire will be returned to the City of Miramar.

Once you have completed your visit, please provide the questionnaire as soon as possible so that your experience can be used to help us improve. The questionnaire will be returned to the City of Miramar. The questionnaire will be returned to the City of Miramar. The questionnaire will be returned to the City of Miramar.

City of Miramar
 2222 Irvington Court
 Coral Gables, FL 33134
 Phone: 305-488-1613
 Fax: 305-488-1613

Please print your name and address on the top and bottom of the questionnaire.

Special Events



Awards Applications



The New Miramar Town Center



A Problem!

- Expanding population
- Demand for more roadways
- Ready to widen or add roads



The Solution - Wide Drive Campaign



• Brochures

• T-shirts

• Bumper strips

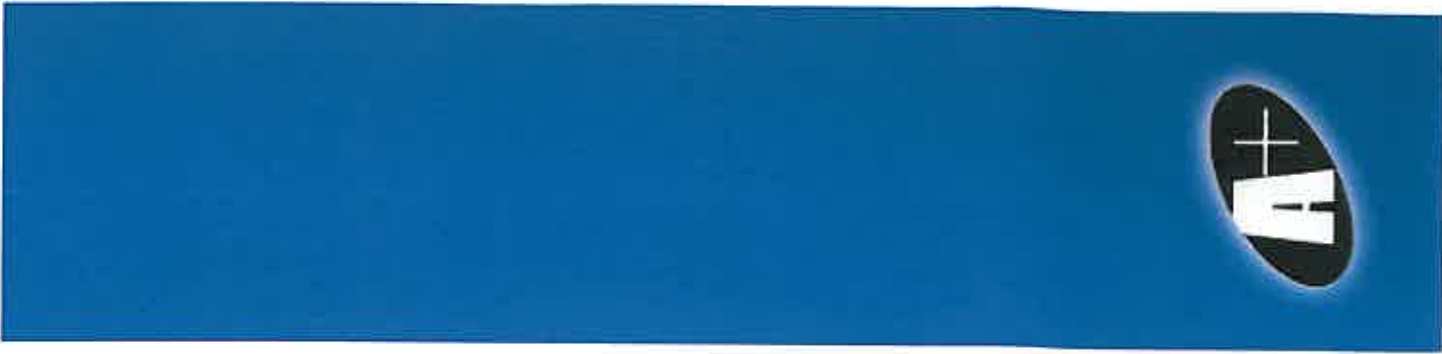
• Brainteasers



Doral Seal and Logo



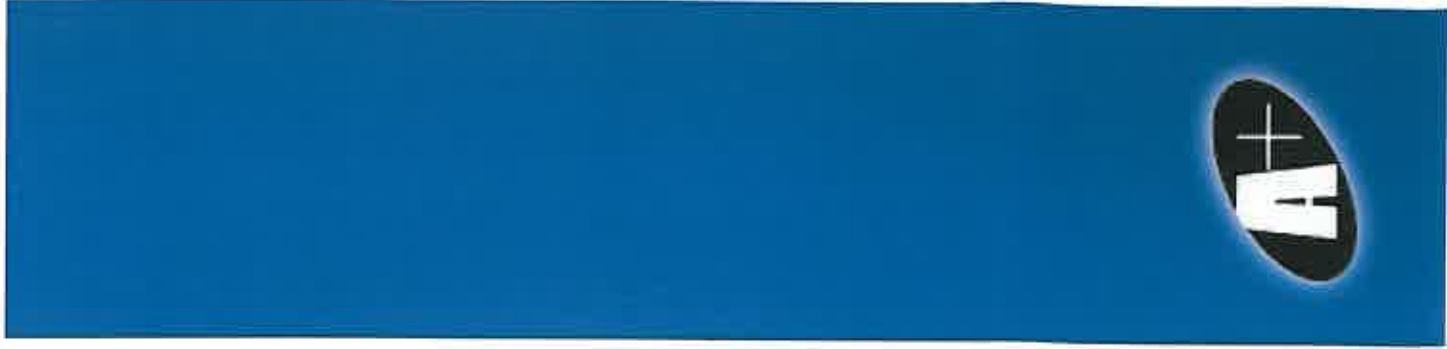
Newsletter



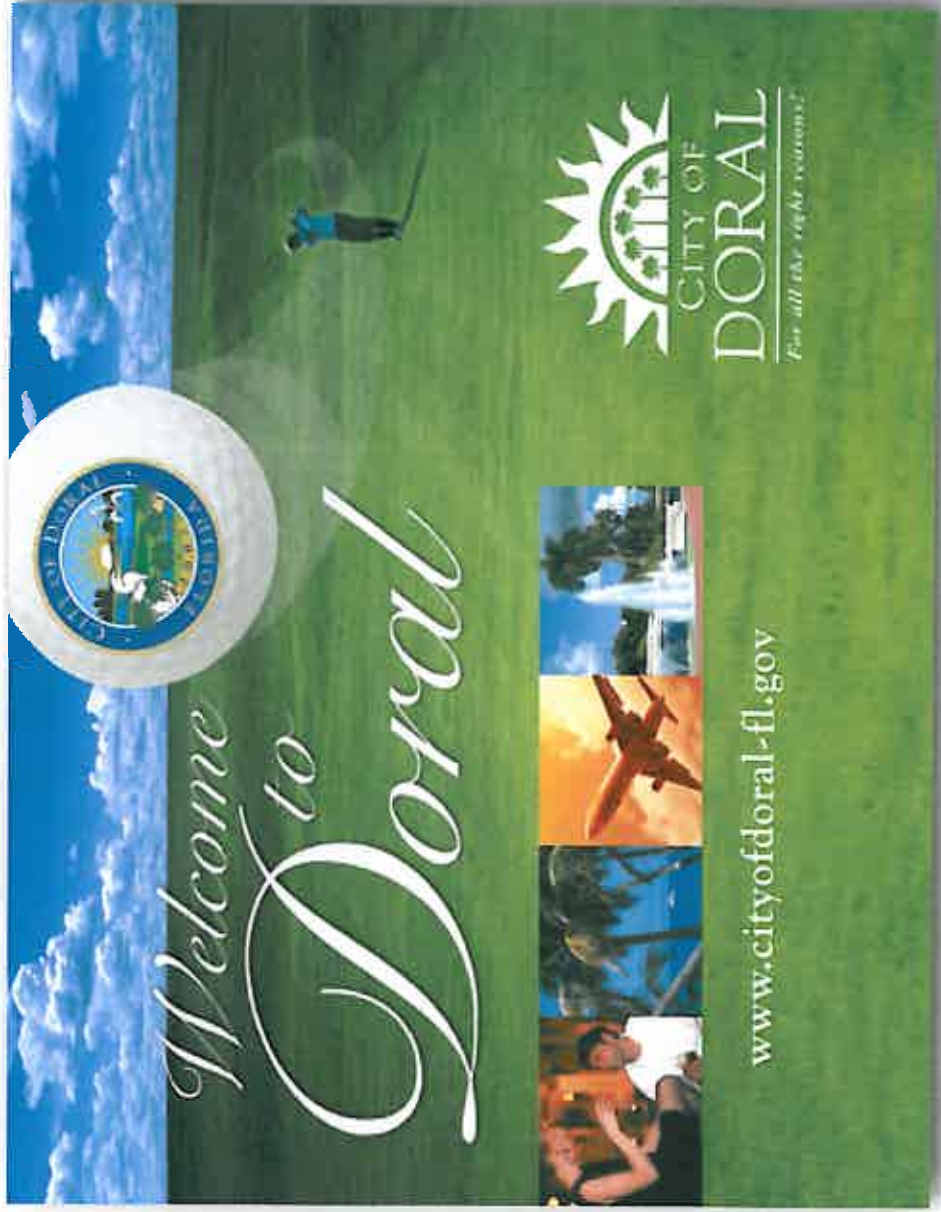
Proclamation



Print Ads



Event Backdrop



Coral Gables Annual Reports



Museum Stationery



City of Miami



Partnerships for a

NEWMAMIAMI



Invitations and Press Kit



Public Workshops



Pinecrest 10-Year Report



10th Anniversary Celebration



Weston Map & Guide



Dining & Shopping Guide



Weston Map

- A** Northshore Plaza
- B** University Center
- C** University Plaza
- D** University Plaza
- E** University Plaza
- F** University Plaza
- G** University Plaza
- H** University Plaza
- I** University Plaza
- J** University Plaza
- K** University Plaza
- L** University Plaza
- M** University Plaza
- N** University Plaza

2006-2007



Celebration of Histories



Miami Springs



Celebration of Histories



Coral Gables



Referenda Issues



Hollywood



Redefined Image



Lauderdale



Defining Existing Image



Weston



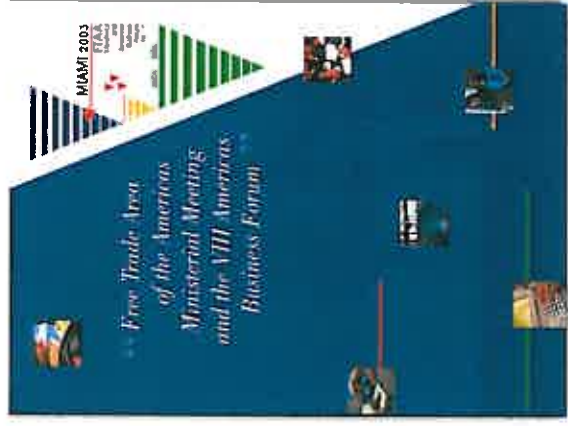
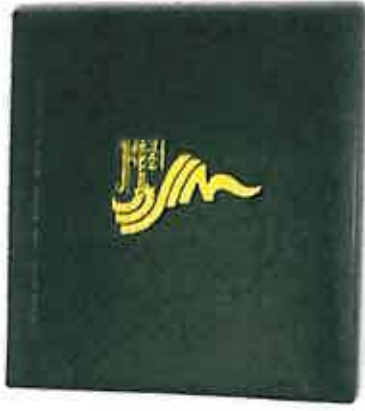
For Residents



Internal Communications



International Outreach



RESOLUTION NO. 01-07-08

**A RESOLUTION OF THE CHAIR AND BOARD MEMBERS
OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA)
OF TOWN OF LAKE PARK, FLORIDA, APPOINTING A
COMMUNICATIONS CONSULTING SERVICE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, it is necessary for the CRA of the Town of Lake Park to engage the services of a communications consultant; and

WHEREAS, the City of Homestead, Florida issued a Request For Proposals seeking proposals from entities wishing to perform communications consulting services for the City of Homestead; and

WHEREAS, the City of Homestead, Florida received responses from firms seeking to provide communications consulting services to the city; and

WHEREAS, an evaluation committee consisting of the City's Marketing Committee heard and received presentations from all firms, evaluated the responses to the RFP and determined that it would like to retain the services of Adkins and Associates to represent the City of Homestead, Florida as its communications consultant; and

WHEREAS, the City Commission of the City of Homestead appointed Adkins and Associates as its communications firm; and

WHEREAS, in the best interest of the CRA of the Town of Lake Park and acknowledging that time is of the essence, the CRA Board of the Town of Lake Park wishes to utilize the completed competitive RFP process of the City of Homestead and retain the services of Adkins and Associates.

**NOW THEREFORE, BE IT RESOLVED BY THE CRA BOARD OF THE TOWN
OF LAKE PARK, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of the Communications Consultant.
Adkins and Associates, Inc. is hereby approved by the CRA of the Town of Lake Park to provide communications consulting services to the CRA of the Town of Lake Park.

Section 3. Chair Authorized. The Chair is hereby authorized to execute the agreement between the CRA and Adkins and Associates, Inc., with said agreement.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement (“Agreement”) is made as of the ____ day of July, 2008 (the “Effective Date”) between the Community Redevelopment Agency of the Town of Lake Park, Florida, (“CRA”) and Adkins & Associates, Inc., a company (“Consultant”).

WHEREAS, the CRA desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, CRA and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to CRA and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the “Services”), as more fully described in the statements of work accepted and signed by CRA and Consultant and attached to this Agreement (the “Exhibit”). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with the CRA’s personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of CRA. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between CRA and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of CRA or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of CRA.
4. **COMPENSATION.** In consideration of Consultant’s actions on behalf of CRA and the Services rendered hereunder, CRA shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to CRA at the end of each calendar month for services provided during that month. CRA is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to CRA any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to CRA hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by CRA to Adkins for all graphic elements including but not limited to CRA/Town Seal, CRA/Town Logo, and CRA/Town Slogan, all designs become the sole property of the CRA/Town. Stock photography used by Adkins in the design of materials may or may not be conveyed to CRA depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to CRA, Adkins will provide source of photography to allow CRA to license photography.
7. **TERMINATION.**
- a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and CRA.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such as termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majure. Non-performance of Consultant or CRA shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and CRA has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

CRA of the Town of Lake Park

Adkins & Associates, Inc.

By: _____

By: _____

Printed Name: Desca DuBois
Title: CRA Board Chair

Printed Name: Jon S. Adkins
Title: President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this _____ day of July, 2008 by and between the CRA of the Town of Lake Park, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the resident, business owners, general public, media and CRA officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the CRA Board, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminates public information and news releases for the CRA and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the Executive Director, as the CRA spokesperson.
- e. Organize and arrange public appearances and speaking engagements for CRA officials, including the Chair and Board Members.
- f. Prepare monthly written status reports to the CRA. Such reports shall be detailed as necessary and include updates on the CRA's public information program.
- g. Generally oversee the CRA website and work with CRA's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Edit and enhance CRA's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop CRA brochures and other documents as needed.

COMPENSATION AND EXPENSES

CRA agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide CRA with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. CRA agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production.
5. Reimbursement for any extraordinary expenses approved by and incurred on behalf of the CRA

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to CRA. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200. /Hr.
Copywriting	125. /Hr.
Design & Layout	125. /Hr.
Computer Graphic Composition	100. /Hr.
Production Management	65. /Hr.

IN WITNESS WHEREOF, CRA has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this _____ day of July, 2008.

CRA of the Town of Lake Park, FL

Adkins & Associates, Inc.

By: _____

By: _____

Printed Name: Desca DuBois
Title: CRA Chair

Printed Name: Jon S. Adkins
Title: President

HOMESTEAD

PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement ("Agreement") is made as of the _____ day of December, 2006 (the "Effective Date") between the City of Homestead, Florida, a Florida municipality ("Homestead") and Adkins & Associates, Inc., a company ("Consultant").

WHEREAS, Homestead desires to retain Consultant to perform public information, public relations, marketing and consulting services; and

WHEREAS, Consultant is engaged in the business providing such services and is willing to provide those services;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration received and to be receipt, the recipient and sufficiency of which is hereby acknowledged, Homestead and Consultant hereby agree as follows:

1. **TERM.** This agreement shall commence on the Effective Date and shall continue until terminated, with or without cause, by either Party in accordance with the provisions of this Agreement.
2. **SERVICES.** During the term of this Agreement, Consultant shall serve as an independent contractor to Homestead and shall provide certain public information, public relations, marketing and consulting services as agreed upon by the Parties from time to time (the "Services"), as more fully described in the statements of work accepted and signed by Homestead and Consultant and attached to this Agreement (the "Exhibit"). When so executed and attached, the Exhibit shall be fully incorporated herein for all purposes. The Services shall be provided in a joint effort with Homestead's personnel and utilizing Consultant resources as agreed upon in Exhibit. The Services shall be the only services provided by Consultant unless altered with the mutual consent of both Parties to this Agreement, evidenced in writing.
3. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and consultant. Consultant shall perform the Services at the direction of Homestead. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal between Homestead and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Homestead or in any manner assume or create, or attempt to assume or create, any obligation on behalf or in the same name of Homestead.
4. **COMPENSATION.** In consideration of Consultant's actions on behalf of Homestead and the Services rendered hereunder Homestead shall pay Consultant on a rate detailed in the Exhibit. All working time shall be invoiced to Homestead at the end of each calendar month for services provided during that month.

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Homestead is obligated to pay all invoices within thirty (30) days from the date of any such invoice.

5. **CONSULTANT WARRANTIES.** Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligations to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant: (i) has not and will not disclose to Homestead any confidential business information or trade secrets belonging to any third party; (ii) will not and does not intend to use any confidential information or trade secrets belonging to any third party in connections with the performance of Consultant's obligations to Homestead hereunder; and (iii) has not and will not remove any books, papers, or records belonging to any third party including, business plans, confidential customer information, or confidential or proprietary information about any third party's products or services. This Section 5 shall survive termination of this Agreement.
6. **OWNERSHIP OF GRAPHIC DESIGNS.** Upon payment in full of any and all charges by City to Adkins for all graphic elements including but not limited to City Seal, City Logo, and City Slogan, all designs become the sole property of the City. Stock photography used by Adkins in the design of materials may or may not be conveyed to City depending on the terms of purchase governed by laws regarding intellectual property. If photography is not able to be conveyed to City, Adkins will provide source of photography to allow City to license photography.
7. **TERMINATION.**
 - a. In the event of a material or repeated default in the performance of this Agreement by either party, which default shall remain uncured for fifteen (15) days after the defaulting Party receives the written notice of default from the non-defaulting Party which specifies the nature of such default by the defaulting Party, the non-defaulting Party may immediately terminate this Agreement as of date set forth in such notice. During the foregoing fifteen (15) day cure period, the non-defaulting Party may suspend performance of this Agreement.
 - b. This Agreement may be terminated at any time by the written mutual consent of Consultant and Homestead.
 - c. Either Party shall have the right to terminate this Agreement without cause at any time by giving written notice to the other Party at least thirty (30) days prior to the effective date of such termination, which shall be specified in the written notice.
 - d. Unless expressly provided for otherwise in this Agreement, in the event of a termination, no Party shall have any further duty or obligation hereunder except as otherwise set forth in this Agreement or the Exhibits.

8. MISCELLANEOUS.

- a. Notices. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addresses to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Homestead Curt Ivy, City Manager
The City of Homestead
790 N. Homestead Blvd.
Homestead, FL 33036

To Consultant: Jon S. (Stan) Adkins, President
Adkins & Associates, Inc.
2222 Leon Blvd., 6th Floor
Coral Gables, FL 33134

- b. Compliance with Laws. Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.
- c. Severability. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
- d. Successors and Assigns. This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.
- e. Headings. The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

- f. Survival of Terms. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.
- g. Attorney's Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- h. Waiver. No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- i. Force Majure. Non-performance of Consultant or Homestead shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- j. Governing Laws. This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida.
- k. Entire Agreement. This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and thereof and supercedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.
- l. This Section 8 shall survive termination of this Agreement.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and Homestead has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set of forth above.

City of Homestead

Adkins & Associates, Inc.

By: *Curtis K. Ivy, Jr.*

By: *[Signature]*

Printed Name: Curt Ivy
Title: City Manager

Printed Name: Jon S. Adkins
Title: President

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**EXHIBIT
SCOPE OF SERVICES**

THIS STATEMENT OF WORK is dated as of this ____ day of December, 2006 by and between the City of Homestead, FL, and Adkins & Associates, Inc. as part of Professional Services Agreement.

1. General Services.

- a. Analyze the public information needs and interests of the residents, business owners, general public, media and City officials in order to prepare a comprehensive Communications Plan. The Communications Plan, subject to input and approval from the City Council, shall include public information policies and procedures and advice and planning for public access cable programming.
- b. Prepare, research, edit and disseminates public information and news releases for the City and write and edit articles or content for newspapers, magazine, television, radio, and other media sources pursuant to publication or broadcast opportunities.
- c. Collaborate with community groups, such as Chambers of Commerce and community-based organizations in the development of materials.
- d. Serve, as requested by the City Manager, as the City spokesperson.
- e. Organize and arrange public appearances and speaking engagements for City officials, including the Mayor and Council.
- f. Prepare monthly written status reports to the City. Such reports shall be detailed as necessary and include updates on the City's public information program.
- g. Generally oversee the City website and work with City's webmaster to enhance current and new avenues of interest and information.

2. Project Services.

- a. Enhance City's newsletter.
- b. Develop avenues of communication to potential stakeholders and businesses.
- c. Develop City brochures and other documents as needed.

COMPENSATION AND EXPENSES

Homestead agrees to pay Adkins:

1. **For Project Services.** All projects will be quoted on a job-by-job basis. Adkins shall provide City with an advance written estimate of the cost for the production of any materials developed pursuant to this agreement. City agrees to pay any such approved expenses within 15 days of receipt of an invoice from Adkins. Miscellaneous expenses such as copies, couriers, overnight services, or similar items will be billed with the monthly Creative and Consulting Services invoices, subject to the City Manager's prior written approval.
2. Commissions equivalent to fifteen percent (15%) of the gross cost of any media or printing purchased, subject to the City Manager's prior written approval.
3. Production fees for direct mail, television spots, print ads or any other collateral material will be quoted on a job-by-job basis, subject to the City Manager's prior written approval.
4. The actual costs for any custom photography, stock photography, pre-press film production, or other outside services necessary to production, subject to the City Manager's prior written approval.
5. Reimbursement for any extraordinary expenses and necessary expenses that are first approved in writing by the City Manager and are reasonably incurred on behalf of Homestead.

PAYMENT SCHEDULE

Project Service fees, production costs and general expenses will be billed as they are incurred and are payable upon receipt. Travel time to and from meetings will be billed at two (2) hours at a rate of \$50 per hour if Adkins is to travel to Homestead. The following guideline for service fees is offered as a reference:

General Consulting & Creative Services	\$200. /Hr.
Copywriting	125. /Hr.
Design & Layout	125. /Hr.
Computer Graphic Composition	100. /Hr.
Production Management	65. /Hr.

IN WITNESS WHEREOF, Homestead has signed and delivered this Scope of Services, Compensation and Expenses, and Payment Schedule and has caused this Statement of Work to be signed and delivered by its duly authorized officer or representative, all as of this _____ day of December, 2006..

City of Homestead

By: Curtis K. Dwyer, Jr.

Adkins & Associates, Inc.

By: [Signature]

Printed Name: Curt Ivy
Title: City Manager

Printed Name: Jon S. Ackins
Title: President

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