

# AGENDA

Special Call  
 Community Redevelopment Agency  
 Meeting  
 Wednesday, August 20, 2008, 7:30 P.M.  
 Lake Park Town Hall  
 535 Park Avenue

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

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 Items For Approval:**

1. Special Call CRA Meeting Minutes of July 16, 2008 Tab 1
2. CRA Resolution No. 02-08-08 Interlocal Agreement Between the Town and the CRA Tab 2
3. Downtown Alleyway Project Landscape Installation Contract Award to Chris Wayne and Associates Tab 3

F. **BOARD MEMBER COMMENTS**

G. **EXECUTIVE DIRECTOR COMMENTS**

H. **ADJOURNMENT**

# Consent Agenda

# TAB 1

**Community Redevelopment Agency  
Agenda Request Form**

Meeting Date: August 20, 2008

Agenda Item No. Tab 1

- |  |   |
|--|---|
| <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: Special Call CRA Meeting Minutes of July 16, 2008.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the CRA Special Call Meeting of July 16, 2008.

Approved by Executive Director W. Davis

Date: 8/9/08

Jeris Hughes  
Deputy Clerk

8/8/08  
Date of Actual Submittal

|   |   |   |
|---|---|---|
| <b>Originating Department:</b><br>Town Clerk  | Costs: \$ N/A<br>Funding Source:<br>Acct. #   | <b>Attachments:</b> Application, memo   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input checked="" type="checkbox"/> Town Clerk <u>VML</u><br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>OR<br>Not applicable in this case <input checked="" type="checkbox"/> _____;<br>Please initial one.   |

Summary Explanation/Background:



**Town of Lake Park**  
**Special Call**  
**Community Redevelopment Agency Meeting**  
**Town Hall Commission Chambers**  
**535 Park Avenue, Florida 33403**  
**Tuesday, July 16, 2008 7:30 p.m.**

The Community Redevelopment Agency met for the purpose of a Special Call CRA Meeting on Tuesday, July 16, 2008 at 7:30 p.m. Present were Chair DuBois, Vice-Chair Daly, Board Members Balius, Carey, Osterman, Francois, Suiter, Executive Director Maria Davis and Town Clerk Vivian Mendez. .

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

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

None

**Motion: A motion was made by Board Member Osterman to approve the agenda; Board Member Balius made the second.**

Vote on Motion:

| Board Member          | Aye | Nay | Other |
|-----------------------|-----|-----|-------|
| Board Member Balius   | X   |     |       |
| Board Member Carey    | X   |     |       |
| Board Member Osterman | X   |     |       |
| Vice Chair Daly       | X   |     |       |
| Chair DuBois          | X   |     |       |
| Board Member Francois | X   |     |       |
| Board Member Suiter   | X   |     |       |

Motion passed 7-0.

**Consent Agenda**

1. Professional Engineering Services for the Construction Phase of the Downtown Alleyway Project
2. Confirmation of the Award of the 10<sup>th</sup> Street Pavement Marking and Striping Project to Best Striping, Inc. in the amount of \$16,785
3. Tree Trimming Services

4. Award Contract for Holiday Decorating to Clark Sales Display, Inc. Utililizing the City of St. Petersburg Contract #037-37

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Board Member Balius to approve the Consent Agenda; Board Member Suiter made the second.**

Vote on Motion:

| Board Member          | Aye | Nay | Other |
|-----------------------|-----|-----|-------|
| Board Member Balius   | X   |     |       |
| Board Member Carey    | X   |     |       |
| Board Member Osterman | X   |     |       |
| Vice Chair Daly       | X   |     |       |
| Chair DuBois          | X   |     |       |
| Board Member Francois | X   |     |       |
| Board Member Suiter   | X   |     |       |

Motion passed 7-0.

**Discussion and Possible Action**

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

Executive Director Maria Davis stated that the contract was the beginning of a marketing process for the Community Redevelopment Agency. She stated that she budgeted last year for this item and that the board was at a point where they needed to begin marketing to bring in the type of industry and business that would be beneficial. She requested that the board approve the contract with Adkins and Associates, Inc.

**Public Comment Open.**

*None*

**Public Comment Closed.**

**Motion: A motion was made by Board Member Balius to award a Communications Contract to Adkins and Associates, Inc.; Board Member Osterman made the second.**

Vote on Motion:

| Board Member | Aye | Nay | Other |
|--------------|-----|-----|-------|
| Board Member |     |     |       |

|                          |   |  |  |
|--------------------------|---|--|--|
| Balius                   | X |  |  |
| Board Member<br>Carey    | X |  |  |
| Board Member<br>Osterman | X |  |  |
| Vice Chair<br>Daly       | X |  |  |
| Chair<br>DuBois          | X |  |  |
| Board Member<br>Francois | X |  |  |
| Board Member<br>Suiter   | X |  |  |

Motion passed 7-0.

**CRA BOARD MEMBER COMMENTS**

**Chair DuBois**

None

**Board Member Balius**

None

**Board Member Carey**

None

**Board Member Osterman**

**Vice-Chair Daly**

None

**Board Member Francois**

None

**Board Member Suiter**

None

**Executive Director Davis** stated that the Alleyway Improvement Project would be advertised that weekend.

**ADJOURNMENT**

There being no further business to come before the CRA Board and after a motion to adjourn by Board Member Balius and seconded by Vice-Chair Daly, and by unanimous vote, the meeting adjourned at 7:35 p.m.

\_\_\_\_\_  
Chair DuBois

\_\_\_\_\_  
Deputy Clerk Jessica Shepherd

\_\_\_\_\_  
Town Clerk Vivian Mendez

(Town Seal)

Approved on this \_\_\_\_\_ day of \_\_\_\_\_, 2008

# TAB 2

**Lake Park Community Redevelopment Agency  
Agenda Request Form**

Meeting Date: August 20 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:** Inter-local agreement between the Town and the CRA.

**RECOMMENDED MOTION/ACTION:** Execute agreement.

Approved by Town Manager W. Davis Date: 8/12/08

Anne M. Castella 8/11/08  
Name/Title Finance Director Date of Actual Submittal

|  |   |   |
|--|---|---|
| <b>Originating Department:</b><br>Finance  | Costs: \$<br><br><b>Funding Source:</b><br>Acct. #  | <b>Attachments:</b><br><b>Inter-local agreement</b>   |
| Department Review:<br><input checked="" type="checkbox"/> Town Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input checked="" type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> Marina _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case _____:<br><br>Please initial one.   |

**Summary Explanation/Background:** On May 21, 2008 and again on June 24, 2008 the Town Commission and CRA Board authorized the Town Manager and Finance Director to secure a loan to finance the Alleyway Project and property purchase within the CRA with the understanding that an inter-local agreement would be entered into between the Town and the CRA. According to the terms of the agreement, the CRA will have the discretion, on an annual basis, to make a voluntary contribution to the Town to reimburse the Town for costs of the redevelopment project and property purchase. This agreement will be for a period of twenty years.

## Lake Park Community Redevelopment Agency Agenda Request Form

**Meeting Date: August 20, 2008**

Agenda Item No. \_\_\_\_\_

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

**SUBJECT:** Inter-local agreement between the Town and the CRA.

**RECOMMENDED MOTION/ACTION:** Execute agreement.

**Approved by Town Manager** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name/Title \_\_\_\_\_ Date of Actual Submittal \_\_\_\_\_

|   |   |   |
|---|---|---|
| <b>Originating Department:</b><br>Finance   | Costs: \$ _____<br><br><b>Funding Source:</b><br>Acct. # _____  | <b>Attachments:</b><br><b>Inter-local agreement</b>   |
| Department Review _____<br><input checked="" type="checkbox"/> Town Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input checked="" type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> Marina _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>OR<br>Not applicable in this case _____<br><br>Please initial one   |

**Summary Explanation/Background:** On May 21, 2008 and again on June 24, 2008 the Town Commission and CRA Board authorized the Town Manager and Finance Director to secure a loan to finance the Alleyway Project and property purchase within the CRA with the understanding that an inter-local agreement would be entered into between the Town and the CRA. According to the terms of the agreement, the CRA will have the discretion, on an annual basis, to make a voluntary contribution to the Town to reimburse the Town for costs of the redevelopment project and property purchase. This agreement will be for a period of twenty years.

**RESOLUTION NO. 02-08-08**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE TOWN OF LAKE PARK APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF LAKE PARK AND DIRECTING THE CHAIR TO EXECUTE SAME**

**WHEREAS**, the Town Commission of the Town of Lake Park has previously created a Community Redevelopment Agency (CRA), pursuant to Section 163.356, *Florida Statutes*; and

**WHEREAS**, the Lake Park CRA has all of the statutory powers conferred upon it by Section 163.370, *Florida Statutes*, including the power and authority to enter into Interlocal Agreements with other public entities.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, LAKE PARK, FLORIDA, AS FOLLOWS:**

**Section 1.** The Community Redevelopment Agency board of commissioners does hereby authorize and direct the Chair of the board, to execute the interlocal agreement with the Town of Lake Park, Florida.

**Section 2.** This Resolution shall take effect immediately upon its adoption.

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK  
AND THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida (hereinafter referred to as "TOWN") and the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY, a Florida public agency established pursuant to Chapter 163, Part III, Florida Statutes (hereinafter referred to as "CRA").

**WITNESSETH:**

**WHEREAS**, the CRA is undertaking certain improvements to alleyways within the Park Avenue Corridor and is also acquiring land for the construction of a municipal parking facility, which improvements and facility (hereinafter referred to as "IMPROVEMENTS") are within the community redevelopment area of the TOWN of Lake Park; and

**WHEREAS**, the TOWN believes that the IMPROVEMENTS serve a public purpose, and wishes to support the IMPROVEMENTS by providing a grant to the CRA; and

**WHEREAS**, after completion of the IMPROVEMENTS, the CRA shall be responsible for the subsequent maintenance of the IMPROVEMENTS.

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein.
2. The TOWN agrees to provide the CRA with a grant in amount of \$\_\_\_\_\_ (hereinafter referred to as "GRANT").
3. The TOWN is obtaining the funds with which to make the grant from a loan (the "LOAN") the TOWN is obtaining from a bank.
4. In consideration for the GRANT the CRA agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the IMPROVEMENTS, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable statutes and permitting requirements in the selection of contractors and the installation of the IMPROVEMENTS.

5. The CRA shall obtain or provide all labor and materials necessary for the design and installation of the IMPROVEMENTS. The CRA also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully funded by the GRANT set forth in Paragraph 2, above.
6. As it relates to this Interlocal Agreement, and upon providing reasonable notice, the TOWN may initiate a financial systems analysis and/or an internal fiscal control evaluation of the CRA's use of the proceeds from the GRANT by an independent auditing firm employed by the TOWN at any time TOWN deems necessary.
7. The CRA shall be responsible for the subsequent maintenance of the IMPROVEMENTS. The CRA shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional agency or local government if any are required for the IMPROVEMENTS.
8. While the CRA has no obligation to repay the GRANT, if the CRA does make a voluntary payment to the TOWN, the TOWN will use such payment to pay debt service on the LOAN.
9. Each party shall be liable for its own actions and negligence and to the extent permitted by law the CRA shall indemnify, defend and hold harmless the TOWN against any actions, claims or damages arising out of the CRA's negligence in connection with this Interlocal Agreement or the performance by the CRA as it may relate to this Interlocal Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.
10. Pursuant to this Agreement, the CRA shall, maintain in force its status as an insured governmental special district, and shall provide evidence of this insurance prior to the TOWN's execution of this Interlocal Agreement.

11. The CRA may require each contractor engaged by the CRA for work associated with the IMPROVEMENTS to maintain Worker's Compensation coverage in accordance with Florida Statutes, and;
  - a. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The TOWN shall be included in the coverage as an additional insured.
  - b. A payment and performance bond for the total amount of the IMPROVEMENTS in accordance with Florida Statute 255.05.
12. In the event of termination of this Interlocal Agreement, the CRA shall not be relieved of any liability for damages sustained by the TOWN by virtue of any breach of the Interlocal Agreement by the CRA.
13. The TOWN and CRA agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Interlocal Agreement.
14. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Interlocal Agreement and the same shall remain in full force and effect.
15. This Interlocal Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Interlocal Agreement shall be held in Palm Beach County.
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Interlocal Agreement shall be born by the respective parties; provided, however, that this clause pertains only to the parties to its Interlocal Agreement.
17. Except as expressly permitted herein to the contrary, no modification, amendments, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

18. Each party agrees to abide by all applicable governmental codes, laws, orders, rules and regulations.
19. Neither party shall be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party of the liability limits established in Section 768.28, Florida Statutes.
20. This Interlocal Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Interlocal Agreement and it is effective on the date first above written.

LAKE PARK COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

Date: \_\_\_\_\_

TOWN OF LAKE PARK

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

# TAB 3

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

Meeting Date: August 20, 2008

Agenda Item No. *Tab 3*

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

**SUBJECT:** Downtown Alleyway Project Landscape Installation Contract Award to Chris Wayne and Associates Utilizing City of Lauderdale Lakes Contract #07-3030-20B

**RECOMMENDED MOTION/ACTION:** Approve

Approved by Executive Director *W. J. Davis* Date: *8/2/08*

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date of Actual Submittal

|   |  |   |
|---|--|---|
| <b>Originating Department:</b><br>Executive Director  | <b>Costs: \$363,671.57</b><br><b>Funding Source: CRA Debt Service Contribution to Town's General Fund</b><br>Acct. # _____   | <b>Attachments:</b><br>Engineer's Estimate<br>Contractor's Proposal<br>City of Lauderdale Lakes Contract Award  |
| <b>Department Review:</b><br><input type="checkbox"/> Town Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> Marina _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><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 _____<br>or<br>Not applicable in this case _____:<br><br>Please initial one.   |

**Summary Explanation/Background:** The attached is a proposal from Chris Wayne and Associates (CWA) in the amount of \$330,610.52 for the installation of landscaping, irrigation and fencing for the Downtown Alleyway Project. Staff included a 10% contingency in the amount of \$33,061.05 for a total project cost of \$363,671.57

Also attached is a recent contract award from the City of Lauderdale Lakes in which CWA was the low bidder. Staff is recommending award of the landscape portion of the contract to CWA utilizing the City of Lauderdale Lakes contract as a “piggyback”.

**LANDSCAPE AND IRRIGATION CONSTRUCTION PROPOSAL  
FOR DOWNTOWN ALLEYWAYS  
TOWN OF LAKE PARK, FLORIDA**

**OVERVIEW**

Chris Wayne and Associates, Inc., herein referred to as CONTRACTOR, offers to provide landscape and irrigation construction services for Town of Lake Park, 535 Park Ave., Lake Park, FL 33403, herein referred to as CLIENT, for services as outlined below, herein referred to as WORK. Scope of work is 10<sup>th</sup> to 9<sup>th</sup> Street, North of Park Avenue, 10<sup>th</sup> to 8<sup>th</sup> Street, South of Park Avenue, 10<sup>th</sup> Street Alleyways, Greenbriar to Northern Drive. Additional services shall be provided as mutually agreed upon.

**WORK**

Provide all equipment and labor necessary to furnish and install all landscape and irrigation materials in order to complete the project 'Improvements to Downtown Alleyways, Town of Lake Park, Florida'. WORK shall be in accordance with the landscape plans and specifications prepared for Town of Lake Park by Calvin, Giordono & Associates, Inc. CLIENT shall be responsible for all permit fees. CLIENT shall be responsible for coordination of installation of water meters including but not limited to all engineering and fees.

Please see "Attachment A" for unit pricing.

|   |                     |
|---|---------------------|
| Mobilization & MOT                          | \$7,500.00          |
| Landscape Portion Lump Sum                  | \$267,657.00        |
| Irrigation Portion Lump Sum                 | \$ 44,273.45        |
| <b>Landscape, M&amp;M, Irrigation Total</b> | <b>\$319,430.45</b> |
| Performance Bond                            | \$ 11,180.07        |
| <b>Total Bid Amount</b>                     | <b>\$330,610.52</b> |

**ADDITIONAL SERVICES**

Additional services may be provided by CONTRACTOR at an additional price agreed to by CLIENT and CONTRACTOR for services such as (including but not limited to) plantings, pavers and lighting.

**SCHEDULE**

WORK shall be performed within 120 days from CONTRACTOR receipt of signed contract and written notice to proceed by CLIENT.

**COMPENSATION**

CLIENT shall pay CONTRACTOR a total of **\$330,610.52** plus or minus any change orders that may occur. CONTRACTOR shall submit invoice to CLIENT for payment for WORK completed and materials stored onsite. CLIENT shall make payment within 30 days of receipt of invoice.

**WARRANTY**

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

Respectfully Submitted,

Accepted,

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

\_\_\_\_\_  
Town of Lake Park

Date \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

All terms and conditions of this proposal are good for 30 days. After 30 days Chris Wayne and Associates, Inc. reserves the right to review and make necessary changes. Price may or may not change. Proposal is for WORK described above only.

**'Attachment A'**

**Bid for Landscape Improvements to Downtown Alleyways**

Town Bid No. 03-2008  
Date:8-8-08

Prepared By:  
Chris Wayne and Associates, Inc

Prepared For:  
Town of Lake Park

**Mobilization**  
**MOT**

\$ 5,000.00  
\$ 2,500.00

|   | Unit | Unit Cost | L-6 | L-7 | L-8 | L-9     | Extended Price |
|---|------|-----------|-----|-----|-----|---------|----------------|
| <b>Irrigation</b>   |      |           |     |     |     |         |                |
| Install Rainbird T-Bos Battery Operated Controller            | EA   | 350       | 4   | 3   | 3   | 2       | \$ 4,200.00    |
| Artek rectangular valve box                                   | EA   | 35        | 4   | 3   | 3   | 2       | \$ 420.00      |
| Water main taps per Seacoast Utilities                        | EA   | 1500      | 2   | 1   | 2   | 2       | \$ 10,500.00   |
| 2" class 200 PVC  | LF   | 1.5       | 200 |     |     | 300     | \$ 300.00      |
| 1-1/2" class 200 PVC  | LF   | 1.25      | 320 | 370 |     | 862.5   | \$ 862.50      |
| 1-1/4" Class 160 PVC piping                                   | LF   | 0.95      | 240 | 200 | 80  | 494     | \$ 494.00      |
| BallCorp.RPZ,Curbstop,PE tubing, insert fittings Per Seacoast | LS   | 14600     |     |     |     |         | \$ 14,600.00   |
| 1" Class 200 PVC piping                                       | LF   | 0.75      | 240 | 270 | 600 | 280     | \$ 1,042.50    |
| Sleeving 4" schedule 40                                       | LS   | 975       |     |     |     |         | \$ 975.00      |
| 3/4" Class 200 PVC piping                                     | LF   | 0.6       | 320 | 210 | 400 | 280     | \$ 726.00      |
| Hunter 2" Remote Control Valve                                | EA   | 250       | 2   |     |     | 500     | \$ 500.00      |
| Hunter 1-1/2" Remote Control Valve                            | EA   | 180       | 2   |     |     | 360     | \$ 360.00      |
| 1" Rainbird Control Zone                                      | EA   | 190       |     | 3   | 3   | 2       | \$ 1,520.00    |
| Hunter SRS 12" pop-up   | EA   | 12        | 27  | 10  |     | 444     | \$ 444.00      |
| Hunter SRS 6" pop-up  | EA   | 9.5       | 108 | 36  | 30  | 10      | \$ 1,748.00    |
| Rain sensor   | EA   | 50        | 2   | 1   | 3   | 2       | \$ 400.00      |
| Rainbird Dripline   | LF   | 1.5       |     | 535 | 700 | 480     | \$ 2,572.50    |
| Miscellaneous Parts Fittings                                  | 10%  |           |     |     |     | 26089.5 | \$ 2,608.95    |

\$ 44,273.45

'Attachment A'

| Landscape                                     | Unit | Unit Cost | L-6  | L-7  | L-8  | L-9  | Extended Price |
|---|------|-----------|------|------|------|------|----------------|
| 7 gallon ficus benjamina                      | EA   | 30        | 288  | 216  | 288  | 191  | \$ 29,490.00   |
| 3 gallon trinette                             | EA   | 12        | 184  | 113  |      |      | \$ 3,564.00    |
| 8' - 12' clear trunk sabal palm (booted)      | EA   | 250       | 23   | 12   |      |      | \$ 8,750.00    |
| 100 gallon oak 12' ht. 3"caliper              | EA   | 550       | 3    | 4    |      |      | \$ 3,850.00    |
| 3 gallon firebush                             | EA   | 12        | 62   | 7    |      |      | \$ 828.00      |
| 1 gallon crown of thorns                      | EA   | 6         | 324  | 182  |      |      | \$ 3,036.00    |
| 7 gallon viburnum suspensum                   | EA   | 30        | 125  | 63   |      |      | \$ 5,640.00    |
| 3 gallon copper leaf-louisiana red            | EA   | 15        | 14   | 6    |      |      | \$ 300.00      |
| 36" Root Guard Root Barrier                   | LF   | 15.5      | 173  | 70   |      |      | \$ 3,766.50    |
| Decorative Column                             | EA   | 1750      | 5    | 2    | 8    | 2    | \$ 29,750.00   |
| 6' green vinyl coated chainlink fence         | LS   | 142,000   |      |      |      |      | \$142,000.00   |
| 3" cypress mulch                              | CY   | 70        | 48   | 28   | 25   | 5    | \$ 7,420.00    |
| 50/50 topsoil                                 | CY   | 50        | 130  | 70   | 70   | 30   | \$ 15,000.00   |
| St. Augustine Grass                           | SF   | 0.5       | 3934 | 1750 | 1820 | 300  | \$ 3,902.00    |
| Clearing and grubbing Disposal Finish Grading | SF   | 0.25      | 9118 | 4774 | 5000 | 1750 | \$ 5,160.50    |
| Fertilizer                                    | LS   | 1200      |      |      |      |      | \$ 1,200.00    |
| Tree removal                                  | EA   | 300       |      |      | 5    | 0    | \$ 1,500.00    |
| Remove Australian Pine                        | EA   | 2500      |      |      |      | 1    | \$2,500.00     |

\$267,657.00

\$319,430.45

Performance Bond 3.5% \$ 11,180.07

\$330,610.52



**Town of Lake Park**

**LANDSCAPE IMPROVEMENTS TO DOWNTOWN ALLEYWAYS PROJECT**

**TOWN BID NO. 02-2008**

| ITEM | DESCRIPTION                        | UNIT | QUANTITY | UNIT PRICE | TOTAL PRICE |
|------|------------------------------------|------|----------|------------|-------------|
| A.   | Idemnification                     | Job  | 1        | \$ 100     | \$ 100      |
| B.   | Mobilization                       | L.S. | 1        | \$ 30,000  | \$ 30,000   |
| C.   | Chain Link Fence & Related Work    | L.S. | 1        | \$ 60,253  | \$ 60,253   |
| D.   | Decorative Colums & Related Work   | L.S. | 1        | \$ 51,000  | \$ 51,000   |
| E.   | Sod & Related Work                 | L.S. | 1        | \$ 27,000  | \$ 27,000   |
| F.   | Irrigation Work                    | L.S. | 1        | \$ 45,000  | \$ 45,000   |
| G.   | Plant Material & Installation      | L.S. | 1        | \$ 62,713  | \$ 62,713   |
| H.   | Dumpster Enclosures & Related Work | L.S. | 1        | \$ 39,590  | \$ 39,590   |

|                          |           |                |
|--------------------------|-----------|----------------|
| <b>SUBTOTAL</b>          | <b>\$</b> | <b>315,656</b> |
| <b>CONTINGENCY @ 15%</b> | <b>\$</b> | <b>47,348</b>  |
| <b>GRAND TOTAL</b>       | <b>\$</b> | <b>363,004</b> |

Note: Plant Material & Installation includes all planting except sodding.

CONSTRUCTION CONTRACT #07-3030-20B  
PROJECT NAME: N.W. 52<sup>nd</sup> Avenue Streetscape

THIS AGREEMENT is dated as of the 31 day of January 2008 between the CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, a municipal corporation, "CITY", and Chris Wayne and Associates, Inc., "CONTRACTOR".

WHEREAS, CITY has awarded to the CONTRACTOR the work of performing certain construction,

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish all plant, labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents entitled: N.W. 52<sup>nd</sup> Avenue Streetscape, Invitation to Bid No.: 07-3030-20B.

Article 2. CONSULTANT.

Landscape Architects Collaborative, Inc. ("CONSULTANT") has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; LIQUIDATED DAMAGES.

- 3.1 The WORK will be substantially completed within 30 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within 14 calendar days from the date of Substantial Completion.
- 3.2 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE.**

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as stated herein, a copy of said Bid Form being a part of the Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed:

Eighty-Four Thousand, Six-Hundred and Twenty-five Dollars

\$84,625.00

**Article 5. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

- 5.1 Progress Payments. CONTRACTOR may submit an Application for Payment, as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in paragraph 2.6.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.
- 5.3 CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY and a release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.
- 5.4 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by CITY until Final Completion and acceptance by CITY.
- 5.5 The CITY may withhold, in whole or in part, and in addition to the retainage described at paragraph 5.4 hereof, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective Work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
  - c. Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
  - d. Damage to another CONTRACTOR not remedied.
  - e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

- 5.6 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in said paragraph 14.10.

**Article 6. CONTRACTOR GUARANTEE.**

CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within said twelve (12) month period, free of all costs to the CITY.

**Article 7. CONTRACT DOCUMENTS.**

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

- 7.1 Invitation to Bid
- 7.2 Instructions to Bidders
- 7.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Approved Bid Bond, and all required certificates, affidavits and other documentation)
- 7.4 Contract
- 7.5 Contractor's Performance and Payment Bond
- 7.6 General Conditions
- 7.7 Special Conditions
- 7.8 Technical Specifications
- 7.9 Drawings entitled: TS-1 & 2, LP-1 to 3, and IR-1 to 4.
- 7.10 Addendum No.'s 1 and 2.

**ARTICLE 8. NOTICE:** All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

|  |  |
|--|--|
| City of Lauderdale Lakes/Office of Engineering and Construction Management | Copy to: Purchasing and Contracts Manager    |
| <u>Attn: Director of Engineering and Construction Mgmt</u>                 | City of Lauderdale Lakes/Purchasing Division |
| 2916 North State Road No. 7  | 4300 NW 36 <sup>th</sup> Street              |
| Lauderdale Lakes, FL 33319-1912  | Lauderdale Lakes, FL 33319-5599              |
| Tel (954) 676-3614   | Tel (954) 535-2743                           |
| Fax (954) 731-5309   | Fax (954) 733-3276                           |

And if sent to the CONTRACTOR shall be mailed to:

CHRIS WAYNE AND ASSOCIATES, INC.  
Attn: Christopher W. Dellago, President  
15863 97<sup>th</sup> Drive North  
Jupiter, Florida 33478  
Tel (561) 746-4225  
Fax (561) 746-8991

**Article 9. INDEMNITY.**

In consideration of Ten Dollars (\$10.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless CITY, their agents and employees in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

**Article 10. REIMBURSEMENT OF CONSULTANT EXPENSES.**

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

**Article 11. MISCELLANEOUS.**

11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto, without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.2 CITY and CONTRACTOR each binds itself, their partner, successors, assigns and legal representatives to the other party hereto, their partner, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

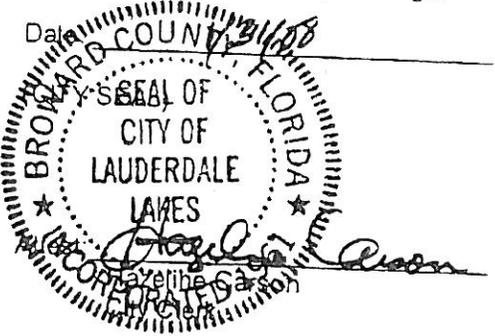
**Article 11. Dates:**

This Contract shall be effective beginning January 23, 2008, notwithstanding it or some of the Contract documents being signed on a different date.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

**CITY OF LAUDERDALE LAKES, FLORIDA**

By: *Anita Fain Taylor*  
Anita Fain Taylor, City Manager



Review and approved as to form and legality by:

*[Signature]*  
(City Attorney)

**CONTRACTOR CWA CHRIS WAYNE & ASSOC. INC.**

By: *Chris W. Dellago*  
(Signature)

Name: CHRIS W. DELLAGO  
(Type or Print)

Date: 1-30-08

(CORPORATE SEAL)

License No.: U-20161, 2005-15865  
2005-1586  
Agent for service of process \_\_\_\_\_

(If CONTRACTOR is a Corporation or Partnership, attach evidence of authority to sign.)